
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 4)

Carrier Global Corporation

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

14448C104

(CUSIP Number)

Viessmann Generations Group GmbH & Co. KG
Im Birkenried 1
35088 Battenberg (Eder)
Germany
+49 (0) 6452 9296 000

With a copy to:

Leo Borchardt
Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom
Telephone: +44 20 7418 1334

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

November 19, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person Viessmann Generations Group GmbH & Co. KG		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization Germany		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 58,608,959 (See item 5)	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 58,608,959 (See item 5)	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐		
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)		
14	Type of Reporting Person (See Instructions) PN		

1	Names of Reporting Person Viessmann Komplementär B.V.		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization The Netherlands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 58,608,959 (See item 5)	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 58,608,959 (See item 5)	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐		
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)		
14	Type of Reporting Person (See Instructions) CO		

CUSIP No. 14448C104

1	Names of Reporting Person Viessmann Zweite Beteiligungs B.V.		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization The Netherlands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 58,608,959 (See item 5)	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 58,608,959 (See item 5)	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐		
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)		
14	Type of Reporting Person (See Instructions) CO		

1	Names of Reporting Person Maximilian Viessmann		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization Germany		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 58,608,959 (See item 5)	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 58,608,959 (See item 5)	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐		
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)		
14	Type of Reporting Person (See Instructions) IN		

1	Names of Reporting Person Viessmann Traeger HoldCo GmbH		
2	Check the Appropriate Box if a Member of a Group (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization Germany		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 52,748,063 (See item 5)	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 52,748,063 (See item 5)	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,748,063 (See item 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐		
13	Percent of Class Represented by Amount in Row (11) 5.88% (See item 5)		
14	Type of Reporting Person (See Instructions) OO		

Explanatory Note

This Amendment No. 4 (this “Amendment”) amends and supplements the Schedule 13D originally filed with the Securities and Exchange Commission (the “SEC”) on January 9, 2024 (the “Original Schedule 13D”), as amended by Amendment No. 1 as filed with the SEC on March 21, 2024 (the “Amendment No. 1”), as amended by Amendment No. 2 as filed with the SEC on November 13, 2024 (the “Amendment No. 2”), as amended by Amendment No. 3 as filed with the SEC on November 15, 2024 (the “Amendment No. 3”) (as so amended, the “Schedule 13D”), and is being filed jointly by (i) Viessmann Generations Group GmbH & Co. KG, a limited partnership (*Kommanditgesellschaft*) organized under the laws of Germany (“Viessmann Group KG”), (ii) its sole general partner, Viessmann Komplementär B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Viessmann GP”), (iii) its managing limited partner, Viessmann Zweite Beteiligungs B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Viessmann LP”), (iv) Maximilian Viessmann, as a director and the controlling stockholder of each of Viessmann GP and Viessmann LP, and (v) Viessmann Traeger HoldCo GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany and a direct wholly owned subsidiary of Viessmann Group KG (“Viessmann HoldCo”).

The purpose of this Amendment is to report that, as a result of an internal reorganization and pursuant to that certain Contribution Agreement dated November 19, 2024 by and between Viessmann Group KG and Viessmann HoldCo (the “Contribution Agreement”), Viessmann Group KG transferred an additional 5,860,896 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo. The internal reorganization resulted in no change to the aggregate number of shares of Common Stock beneficially owned by the Reporting Persons.

Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Schedule 13D. All disclosure in respect of items contained in the Schedule 13D where no new information is provided for such item in this Amendment is incorporated herein by reference. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed thereto in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following paragraph at the end thereof:

On November 19, 2024, Viessmann Group KG and Viessmann HoldCo entered into the Contribution Agreement, pursuant to which Viessmann Group KG transferred an additional 5,860,896 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo.

Item 5: Interest in Securities of the Issuer

Item 5(a)-(b) of the Schedule 13D is hereby amended and supplemented as follows:

(a)-(b) As of November 20, 2024, the Reporting Persons may be deemed to have beneficially owned an aggregate of 58,608,959 shares of Common Stock, representing approximately 6.53% of the total outstanding shares of Common Stock (such percentage is calculated based on 897,227,361 shares of Common Stock outstanding as of October 15, 2024 according to the Issuer’s quarterly report on Form 10-Q for the three and nine months ended September 30, 2024 filed with the SEC on October 25, 2024). As of November 20, 2024, Viessmann Group KG was the record and beneficial owner of 5,860,896 shares of Common Stock and Viessmann HoldCo was the record and beneficial owner of 52,748,063 shares of Common Stock. Each of Viessmann GP, as the sole general partner of Viessmann Group KG, Viessmann LP, as the managing limited partner of Viessmann Group KG, and Mr. Viessmann, as the director and controlling stockholder of each of Viessmann GP and Viessmann LP, may be deemed to be the beneficial owner of the shares of Common Stock held by each of Viessmann Group KG and Viessmann HoldCo. In addition, Viessmann Group KG, as the sole stockholder of Viessmann HoldCo, may be deemed to be the beneficial owner of the shares of Common Stock held by Viessmann HoldCo.

Item 6: Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following paragraph at the end thereof:

Contribution Agreement

On November 19, 2024, Viessmann Group KG and Viessmann HoldCo entered into the Contribution Agreement, pursuant to which Viessmann Group KG transferred an additional 5,860,896 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo.

Item 7: Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Exhibit 99.1	<u>Joint Filing Agreement, dated as of November 13, 2024, by and among Viessmann Traeger HoldCo GmbH, Viessmann Generations Group GmbH & Co. KG, Viessmann Komplementär B.V., Viessmann Beteiligungs AG, Viessmann Zweite Beteiligungs B.V. and Maximilian Viessmann (incorporated by reference to Exhibit 99.1 to the Amendment No. 2).</u>
Exhibit 99.2	<u>Share Purchase Agreement, dated as of April 25, 2023, by and among Carrier Global Corporation, Blitz F23-620 GmbH (subsequently renamed Johann Purchaser GmbH) and Viessmann Group GmbH & Co. KG (incorporated by reference to Exhibit 99.2 to the Original Schedule 13D).</u>
Exhibit 99.3	<u>Post-Closing Amendment to Share Purchase Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Johann Purchaser GmbH and Viessmann Group GmbH & Co. KG. (incorporated by reference to Exhibit 99.3 to the Original Schedule 13D).</u>
Exhibit 99.4	<u>Investor Rights Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation and Viessmann Group GmbH & Co. KG (incorporated by reference to Exhibit 99.4 to the Original Schedule 13D).</u>
Exhibit 99.5	<u>License Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Group GmbH & Co. KG and Carrier Innovative Technologies GmbH (incorporated by reference to Exhibit 99.5 to the Original Schedule 13D).</u>
Exhibit 99.6	<u>Transitional Services Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Climate Solutions SE and Viessmann Group GmbH & Co. KG. (incorporated by reference to Exhibit 99.6 to the Original Schedule 13D).</u>
Exhibit 99.7	<u>Limited Power of Attorney of Maximilian Viessmann, dated as of November 13, 2024 (incorporated by reference to Exhibit 99.7 to the Amendment No. 2).</u>
Exhibit 99.8	<u>Contribution Agreement, dated as of March 21, 2024, by and among Viessmann Group GmbH & Co. KG and Johanna 391 Vermögensverwaltungs GmbH (subsequently renamed to Viessmann Traeger HoldCo GmbH) (incorporated by reference to Exhibit 99.8 to the Amendment No. 1).</u>
Exhibit 99.9	<u>Contribution Agreement, dated as of November 12, 2024, by and among Viessmann Generations Group GmbH & Co. KG and Viessmann Traeger HoldCo GmbH (incorporated by reference to Exhibit 99.9 to the Amendment No. 2).</u>
Exhibit 99.10	<u>Contribution Agreement, dated as of November 14, 2024, by and among Viessmann Generations Group GmbH & Co. KG and Viessmann Traeger HoldCo GmbH (incorporated by reference to Exhibit 99.10 to the Amendment No. 3).</u>
Exhibit 99.11	<u>Contribution Agreement, dated as of November 19, 2024, by and among Viessmann Generations Group GmbH & Co. KG and Viessmann Traeger HoldCo GmbH.</u>

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 20, 2024

**VISSMANN GENERATIONS GROUP GMBH & CO.
KG**

By: Viessmann Komplementär B.V.,
its sole general partner

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN KOMPLEMENTÄR B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN ZWEITE BETEILIGUNGS B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

/s/ Maximilian Viessmann
MAXIMILIAN VISSMANN

VISSMANN TRAEGER HOLDCO GMBH

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: Managing Director

EXHIBIT INDEX

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**Einlage- und
Abtretungsvertrag**

zwischen

der **Viessmann Generations Group
GmbH & Co. KG**
mit Sitz in Battenberg (Eder)
(Amtsgericht Marburg, HRA 3389)
(die „**Group KG**“)

und

der **Viessmann Traeger HoldCo GmbH**
mit Sitz in Battenberg (Eder)
(Amtsgericht Marburg, HRB 8493)
(die „**HoldCo**“)

vom 19. November 2024

**I.
Vorbemerkung**

(1) Die CARRIER GLOBAL CORPORATION ist eine nach dem Recht des Bundesstaates Delaware, U.S.A., errichtete Kapitalgesellschaft (*corporation*) mit Aktennummer (*file number*) 7286518 und mit Hauptsitz der Geschäftsführung (*principal executive offices*) in 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418, U.S.A. („**Carrier**“).

**Contribution and Transfer
Agreement**

by and between

**Viessmann Generations Group
GmbH & Co. KG**
with registered office in Battenberg (Eder)
(local court of Marburg, HRA 3389)
(“**Group KG**”)

and

Viessmann Traeger HoldCo GmbH
with registered office in Battenberg (Eder)
(local court of Marburg, HRB 8493)
(“**HoldCo**”)

of 19 November 2024

**I.
Recitals**

(1) CARRIER GLOBAL CORPORATION is a corporation incorporated under the laws of Delaware, U.S.A., with file number: 7286518, with its principal executive offices located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418, U.S.A. (“**Carrier**”).

- (2) Die Group KG hält 11.721.792 voll eingezahlte, auf den Namen lautende Aktien (*common shares*) der Carrier mit einem Nominalwert (*par value*) von je USD 0,01 (Gesamtnominalwert: USD 117.217,92) (zusammen die „**Carrier-Aktien**“).
- (2) Group KG holds 11,721,792 fully paid registered common shares, par value USD 0.01 (total par value: USD 117,217.92), in Carrier (the “**Carrier Shares**”).
- (3) Die Group KG ist die alleinige Gesellschafterin der HoldCo. Die Group KG beabsichtigt, von ihren Carrier-Aktien einen Teil, nämlich 5.860.896 (Gesamtnominalwert: USD 58.608,96) (die „**Ziel-Aktien**“) ohne Gegenleistung zur Stärkung des Eigenkapitals der HoldCo als sonstige freiwillige Zuzahlung in das Eigenkapital gem. § 272 Abs. 2 Nr. 4 HGB in die HoldCo einzulegen und an diese abzutreten.
- (3) Group KG is the sole shareholder of HoldCo. Group KG intends to contribute a portion of its Carrier Shares, namely 5,860,896 (total par value: USD 58,608.96) (the “**Target Shares**”) to HoldCo as a voluntary additional payment into the equity capital of HoldCo pursuant to Sec. 272(2) no. 4 of the German Commercial Code (*Handelsgesetzbuch* – “**HGB**”), without consideration, to strengthen HoldCo's equity capital and to transfer the Target Shares to HoldCo.
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**II.
Einlage- und
Abtretungsvertrag**

**§ 1
Einlage und Abtretung**

- 1.1 Die Group KG legt hiermit die Ziel-Aktien mit sofortiger wirtschaftlicher Wirkung (der „**Stichtag**“) in die HoldCo ein. Das bedeutet, dass alle wirtschaftlichen Chancen und Risiken der Ziel-Aktien mit sofortiger Wirkung auf die HoldCo übergehen. Die Group KG wird ab dem Stichtag bis zum dinglichen Übergang der Aktien (§ 1.2) alle Rechte, insbesondere die Stimmrechte, und Verpflichtungen, die mit den Ziel-Aktien verbunden sind, ausschließlich auf Anweisung der HoldCo ausüben bzw. die HoldCo wird die Group KG im Innenverhältnis von Verpflichtungen freistellen. Eine anderweitige Verfügung über die Ziel-Aktien durch die Group KG ist ab sofort unzulässig.
- 1.2 Die Group KG tritt hiermit die Ziel-Aktien mit dinglicher Wirkung auf den Zeitpunkt, zu dem die Eintragung des Übergangs der Ziel-Aktien in den Büchern der Computershare Trust Company, N.A., als Übertragungsstelle (*transfer agent*) von Carrier vollzogen wird, an die HoldCo ab.
- 1.3 Die Abtretung der Ziel-Aktien nach diesem Einlage- und Abtretungsvertrag erfolgt mit allen Rechten, insbesondere den Stimmrechten, und Verpflichtungen, die mit den Ziel-Aktien verbunden sind, soweit in diesem Vertrag nicht ausdrücklich etwas anderes geregelt ist. Insbesondere umfasst die Abtretung die Dividendenansprüche aus den Ziel-Aktien bzgl. der Gewinne des laufenden Geschäftsjahres sowie vergangener Geschäftsjahre der Carrier, soweit sie nicht bereits ausgeschüttet wurden oder ihre Ausschüttung vor dem Stichtag (§ 1.1) beschlossen worden ist. § 101 BGB wird ausgeschlossen.

**II.
Contribution and Transfer
Agreement**

**§ 1
Contribution and Transfer**

- 1.1 Group KG hereby contributes the Target Shares to HoldCo with immediate economic effect (“**Effective Date**”). This means that all economic opportunities and risks of the Target Shares are transferred to HoldCo with immediate effect. From the Effective Date until the transfer *in rem* of the shares (§ 1.2), Group KG will exercise all rights, in particular the voting rights, and obligations associated with the Target Shares exclusively on the instructions of HoldCo or HoldCo will indemnify Group KG internally from obligations. Any other disposal of the Target Shares by Group KG is not permitted as of now.
- 1.2 Group KG hereby transfers the Target Shares to HoldCo with effect *in rem* on the date on which the transfer of the Target Shares is recorded in the books of Computershare Trust Company, N.A., as Carrier’s transfer agent.
- 1.3 The transfer of the Target Shares pursuant to this Contribution and Transfer Agreement includes the transfer of all rights, especially the voting rights, and obligations pertaining thereto, unless expressly provided otherwise in this Agreement. In particular, the transfer includes the dividend rights from the Target Shares with regard to the profits of the current financial year and previous financial years of Carrier, unless they have already been distributed or their distribution has been resolved prior to the Effective Date (§ 1.1). Sec. 101 of the German Civil Code (*Bürgerliches Gesetzbuch* – “**BGB**”) is excluded.

1.4 Die HoldCo nimmt die Einlage und Abtretung der Ziel-Aktien nach Maßgabe der vorstehenden Absätze 1.1, 1.2 und 1.3 hiermit an.

§ 2 Keine Gegenleistung

Die Abtretung gemäß § 1 dieses Vertrages erfolgt, wie in Ziff. (3) der Vorbemerkung näher beschrieben, ohne Gegenleistung als sonstige freiwillige Zuzahlung der Group KG in das Eigenkapital der HoldCo gem. § 272 Abs. 2 Nr. 4 HGB. Eine Gegenleistung wird der Group KG jeweils nicht gewährt.

§ 3 Handelsbilanzieller Wertansatz

Die nach § 1 dieses Vertrags abgetretenen Ziel-Aktien sind bei der HoldCo für handelsbilanzielle Zwecke in der Kapitalrücklage gemäß § 272 Abs. 2 Nr. 4 HGB zu erfassen. Der handelsbilanzielle Wertansatz erfolgt auf Basis der handelsrechtlichen Anschaffungskosten der Ziel-Aktien, wie sie von der Group KG getragen wurden.

1.4 HoldCo hereby accepts the contribution and transfer of the Target Shares according to the preceding paragraphs 1.1, 1.2 and 1.3.

§ 2 No Consideration

The transfer pursuant to § 1 of this Agreement shall be made without consideration as a voluntary additional payment (*andere freiwillige Zuzahlung*) by Group KG into the equity of HoldCo pursuant to Sec. 272(2) no. 4 HGB, as described in more detail in item (3) of the recitals. No consideration is granted to Group KG.

§ 3 Commercial Accounting Valuation

The Target Shares transferred pursuant to § 1 of this Agreement are to be recognized by HoldCo in the capital reserve for commercial accounting purposes in accordance with Sec. 272(2) no. 4 HGB. The commercial balance sheet valuation is based on the acquisition costs of the Target Shares under commercial law as borne by the Group KG.

§ 4
Haftung

4.1 Die Group KG versichert der HoldCo in Bezug auf die Ziel-Aktien in der Form eines selbständigen Garantieversprechens (§ 311 Abs. 1 BGB), dass die folgenden Aussagen am Stichtag (§ 1.1) und beim dinglichen Übergang der Aktien (§ 1.2) zutreffend sind:

4.1.1 dass sie alleinige Inhaberin der Ziel-Aktien ist;

4.1.2 sie über die Ziel-Aktien frei verfügen kann;

4.1.3 die Ziel-Aktien frei von dinglichen Rechten Dritter und auch nicht Gegenstand von An-, Vorkaufs- oder sonstigen obligatorischen Rechten Dritter sind;

4.1.4 die Ziel-Aktien voll eingezahlt sind, die hierauf geleisteten Einlagen weder offen noch verdeckt zurückgewährt wurden und diese Aktien frei von Nachzahlungs-, Nebenleistungs- oder sonstigen Verpflichtungen oder Beschränkungen sind;

§ 4
Liability

4.1 Group KG guarantees HoldCo in relation to the Target Shares in the form of an independent guarantee promise (*selbständiges Garantieverprechen*) (Sec. 311(1) BGB) that the following statements are correct at the Effective Date (§ 1.1) and when the Target Shares are transferred *in rem* (§ 1.2):

4.1.1 it is the sole owner of the Target Shares;

4.1.2 it can freely dispose of the Target Shares;

4.1.3 the Target Shares are free from third-party rights *in rem* and are also not subject to third-party rights of purchase, pre-emption, or other obligatory rights;

4.1.4 the Target Shares are fully paid, the contributions made on them have not been repaid either openly or covertly and these shares are free of any obligations or restrictions to make subsequent payments, ancillary payments or other obligations or restrictions;

4.1.5 Für das Angebot und die Einlage der Ziel-Aktien durch die Group KG an bzw. in die HoldCo in der in diesem Einlage- und Abtretungsvertrag vorgesehenen Weise ist keine Registrierung nach dem Securities Act von 1933 in seiner jeweils gültigen Fassung (der "**Securities Act**") erforderlich. Die Ziel-Aktien (i) wurden der HoldCo nicht durch eine allgemeine Aufforderung oder eine allgemeine Werbung angeboten und (ii) werden der HoldCo nicht in einer Weise angeboten, die ein öffentliches Angebot gemäß dem Securities Act oder den Wertpapiergesetzen einer anwendbaren Rechtsordnung darstellt, oder in einer Weise vertrieben, die gegen eines dieser Gesetze verstößt. Weder die Group KG noch irgendeine in ihrem Namen handelnde Person hat in Verbindung mit einem Angebot oder Verkauf der Ziel-Aktien irgendeine Form von allgemeiner Aufforderung ausgesprochen oder allgemeiner Werbung gemacht, jeweils im Sinne von Regulation D des Securities Act, oder wird dies tun. Weder die Group KG noch irgendeine in ihrem Namen handelnde Person hat irgendeine Maßnahme ergriffen oder wird irgendeine Maßnahme ergreifen, die die Ausgabe oder den Verkauf der Ziel-Aktien den Registrierungserfordernissen von Section 5 des Securities Act oder von Wertpapier- oder Blue-Sky-Gesetzen einer anwendbaren Rechtsordnung unterwerfen würde.

4.2 Die Group KG haftet für die ordnungsgemäße Erfüllung der Einlagepflicht sowie für den rechtsmangelfreien Erwerb der Ziel-Aktien. Eine Haftung wegen Vorsatz und Arglist bleibt stets unberührt.

4.3 Die HoldCo versichert der Group KG in Bezug auf die Ziel-Aktien in der Form eines selbständigen Garantieversprechens (§ 311 Abs. 1 BGB), dass:

4.1.5 No registration under the Securities Act of 1933, as amended (the "**Securities Act**") is required for the offer and contribution of the Target Shares by Group KG to HoldCo in the manner contemplated by this Contribution and Transfer Agreement. The Target Shares (i) were not offered to HoldCo by any form of general solicitation or general advertising and (ii) are not being offered to HoldCo in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or the securities laws of any applicable jurisdiction. Neither Group KG nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Target Shares, or has taken, or will take, any action that would subject the issuance or sale of the Target Shares to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

4.2 Group KG is liable for the proper fulfillment of the contribution obligation and for the acquisition of the Target Shares free of legal defects. Liability for intent and fraudulent conduct always remains unaffected.

4.3 HoldCo guarantees Group KG in relation to the Target Shares in the form of an independent guarantee promise (*selbständiges Garantieverprechen*) (Sec. 311(1) BGB) that:

4.3.1 sie versteht, dass die Ziel-Aktien im Rahmen einer Transaktion angeboten werden, die kein öffentliches Angebot im Sinne des Securities Act darstellt, und dass die Ziel-Aktien nicht gemäß dem Securities Act oder den Wertpapiergesetzen einer anwendbaren Rechtsordnung registriert wurden. Die HoldCo versteht, dass es sich bei den Ziel-Aktien um „restricted securities“ (im Sinne von Rule 144 des Securities Act) handelt, die ohne eine wirksame Registrierungserklärung nach dem Securities Act nicht weiterverkauft, übertragen, verpfändet oder anderweitig veräußert werden dürfen, außer (i) an Carrier oder eine Tochtergesellschaft von Carrier, (ii) an Nicht-US-Personen im Rahmen von Angeboten und Verkäufen, die im Rahmen einer „Offshore-Transaktion“, wie definiert in und unter den Voraussetzungen von Regulation S des Securities Act, erfolgen, (iii) gemäß Rule 144 des Securities Act, sofern deren sämtliche anwendbaren Bedingungen erfüllt sind, oder (iv) gemäß einer anderen anwendbaren Befreiung von den Registrierungsanforderungen des Securities Act, jeweils in Übereinstimmung mit den anwendbaren Wertpapiergesetzen eines Bundesstaates der Vereinigten Staaten oder einer anderen anwendbaren Rechtsordnung, und dass die Buchungsbelege (*book-entry records*), die die Ziel-Aktien repräsentieren, eine entsprechende Kennzeichnung enthalten;

4.3.2 sie von der Absicht der Group KG, die Ziel-Aktien anzubieten, ausschließlich durch direkten Kontakt zwischen ihr und der Group KG erfahren hat. Die HoldCo hat von dem Angebot der Ziel-Aktien nicht auf andere Weise erfahren. Sie wurden ihr auch nicht auf andere Weise angeboten.

4.3.1 it understands that the Target Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Target Shares have not been registered under the Securities Act or the securities laws of any applicable jurisdiction. HoldCo understands that the Target Shares are “restricted securities” (as defined in Rule 144 under the Securities Act) and may not be resold, transferred, pledged or otherwise disposed of absent an effective registration statement under the Securities Act, except (i) to Carrier or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur in an “offshore transaction” as defined in, and meeting the requirements of, Regulation S under the Securities Act, (iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof have been met or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States or other applicable jurisdiction, and that the book-entry records representing the Target Shares shall contain a legend to such effect;

4.3.2 it became aware of Group KG’s intention to offer the Target Shares solely by means of direct contact between it and Group KG. HoldCo did not become aware of the offering of the Target Shares, nor were the Target Shares offered to HoldCo, by any other means.

4.4 Sowohl die Group KG als auch die HoldCo erkennen an und erklären sich damit einverstanden, dass (i) die Ziel-Aktien Gegenstand des Investor Rights Agreements vom 2. Januar 2024 zwischen Carrier und der Group KG (das „**Investor Rights Agreement**“) sind, (ii) die Buchungsbelege (*book-entry records*), die die Ziel-Aktien repräsentieren, eine entsprechende Kennzeichnung enthalten, (iii) die HoldCo gemäß den Bestimmungen des Investor Rights Agreements verpflichtet ist, sich schriftlich zu Gunsten von Carrier den Bestimmungen des Investor Rights Agreement zu unterwerfen, und (iv) die Abtretung der Ziel-Aktien von der Group KG an die HoldCo gemäß diesem Einlage- und Abtretungsvertrag ein „Permitted Transfer“ (gemäß der Definition dieses Begriffs in dem Investor Rights Agreement) ist.

4.5 Ansonsten enthält dieser Vertrag keine Beschaffenheitsangaben, Gewährleistungen oder Garantien hinsichtlich der Ziel-Aktien, der Carrier oder des Unternehmens der Carrier, insbesondere nicht hinsichtlich der Werthaltigkeit und Ertragsfähigkeit der Ziel-Aktien. Soweit gesetzlich zulässig, sind alle über die in diesem Vertrag geregelten Ansprüche und Rechte der HoldCo hinausgehenden Ansprüche und Rechte unabhängig von ihrer Entstehung, ihrem Umfang und ihrer rechtlichen Grundlage ausgeschlossen.

§ 5 Rechtswahl, Sprache

5.1 Dieser Vertrag unterliegt deutschem Recht.

4.4 Each of Group KG and HoldCo acknowledges and agrees that (i) the Target Shares are subject to that certain Investor Rights Agreement, dated as of January 2, 2024, by and between Carrier and Group KG (the „**Investor Rights Agreement**“), (ii) the book-entry records representing the Target Shares shall contain a legend to such effect, (iii) HoldCo is required, pursuant to the terms of the Investor Rights Agreement, to agree in a writing for the benefit of Carrier to be bound by the terms thereof and (iv) the transfer of the Target Shares from Group KG to HoldCo pursuant to this Contribution and Transfer Agreement is a “Permitted Transfer” (as such term is defined in the Investor Rights Agreement).

4.5 Otherwise, this Agreement does not contain any representations, warranties or guarantees with respect to the Target Shares, Carrier or Carriers' business, in particular with respect to the value and profitability of the Target Shares. To the extent permitted by law, all claims and rights of HoldCo beyond those regulated in this Agreement are excluded, irrespective of their origin, scope and legal basis.

§ 5 Choice of Law, Language

5.1 This Agreement shall be governed by the laws of Germany.

5.2 Diesem Vertrag in Deutsch ist in der rechten Spalte eine englische Übersetzung beigefügt, die nicht Teil des Vertrags ist und lediglich Informationszwecken dient. Die deutsche Sprachfassung ist die allein maßgebliche und rechtlich bindende Sprachfassung. Werden in der deutschen Sprachfassung Übersetzungen von englischen Rechtsbegriffen verwendet, ist einer etwaigen Auslegung dieses Vertrags der jeweilige englische Rechtsbegriff zugrunde zu legen.

§ 6 Schlussbestimmungen

6.1 Änderungen dieses Vertrages bedürfen zu ihrer Wirksamkeit der Schriftform, soweit nicht eine strengere Form gesetzlich vorgeschrieben ist. Dies gilt auch für Änderungen dieses Absatzes.

6.2 Sollten einzelne oder mehrere Bestimmungen dieses Vertrages unwirksam oder undurchführbar sein oder werden oder sollte dieser Vertrag eine oder mehrere Regelungslücken enthalten, wird hierdurch die Gültigkeit der übrigen Bestimmungen dieses Vertrages nicht berührt. Statt der unwirksamen oder undurchführbaren Bestimmung soll eine Bestimmung gelten, die dem wirtschaftlichen Ergebnis der unwirksamen oder undurchführbaren Bestimmung in zulässiger Weise am nächsten kommt. Statt der lückenhaften Regelung soll eine Regelung gelten, die von den Parteien im Hinblick auf ihre wirtschaftliche Absicht getroffen worden wäre, wenn sie die Regelungslücke erkannt hätten.

5.2 This Agreement in German is accompanied by an English translation in the right-hand column, which is not part of the Agreement and is for information purposes only. The German version is the sole authoritative and legally binding version. If translations of English legal terms are used in the German language version, any interpretation of this Agreement shall be based on the respective English legal term.

§ 6 Final Provisions

6.1 Amendments to this Agreement must be made in writing to be effective, unless a stricter form is prescribed by law. This also applies to amendments to this paragraph.

6.2 Should one or more provisions of this Agreement be or become invalid or unenforceable or should this Agreement contain one or more loopholes, this shall not affect the validity of the remaining provisions of this Agreement. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic result of the invalid or unenforceable provision in a permissible manner. Instead of the incomplete provision, a provision shall apply which would have been agreed by the parties with regard to their economic intention if they had recognized the loophole.

München, den / the 19 November 2024

Für die / For **Group KG**,
vertreten durch ihre Komplementärin / represented by its general partner
Viessmann Komplementär B.V.:

/s/ Maximilian Viessmann

Maximilian Viessmann
Präsident und CEO der Komplementärin /
President and CEO of the general partner

Für die / For **HoldCo**:

/s/ Maximilian Viessmann

Maximilian Viessmann
Geschäftsführer /
Managing Director
