BARNES GROUP INC.

RETIREMENT SAVINGS PLAN

If this document has been delivered to you by electronic means, you have the right to receive a written document and may request a copy of this document on a written paper document at no charge by contacting the Plan Administrator. The Plan Administrator's contact information is provided at the end of this document.

The Company reserves the right to terminate or amend the Plan at any time. Although this Summary Plan Description describe many of the principal features of the Plan, it is only a summary of the Plan. The complete provisions of the Plan are stated in the written Plan document, a copy of which is available to Plan participants upon request. In the event of any inconsistency between this Summary Plan Description and the Plan document, the Plan document will control.

The effective date of this SPD is April 25, 2025

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BARNES GROUP INC.
RETIREMENT SAVINGS PLAN

Barnes Group Inc. ("Barnes Group" or the "Company") sponsors a retirement savings plan for the benefit of eligible employees called the Barnes Group Inc. Retirement Savings Plan (the "Savings Plan" or "Plan"). The Savings Plan enables employees of the Company and participating employers (together, the "Employer") to save for their retirement with supplemental contributions made by the Employer. The Savings Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (referred to as ERISA), and is intended to be a "qualified plan" under Section 401(a) of the Internal Revenue Code of 1986, as amended (referred to as the Code).

The Savings Plan assets are held in a trust (the "Trust") of which Fidelity Management Trust Company serves as trustee (the "Trustee"). If you are a Savings Plan participant, you have the right to direct the investment of your contributions made by the Employer on your behalf, as well as any related earnings, subject to the rules described below.

Federal tax law provides that if certain qualifications are met, your contributions and contributions made by the Employer will not be included in your gross income at the time of contribution. You should read the information under the section entitled "Federal Tax Considerations" carefully for a summary of the U.S. federal income tax consequences of participating in the Savings Plan and of the conditions which must be satisfied for the deferral of federal income taxes under the Code.

The following Summary is intended to describe the material provisions of the Savings Plan as April 25, 2025. It provides a general explanation of your rights, obligations and benefits under the Savings Plan and does not reflect all of the terms of the Savings Plan. This Summary Plan Description ("Summary" or "SPD") does not purport to be complete and is qualified in its entirety by reference to the actual terms of the Savings Plan, which control.

The Company reserves the right to terminate or amend the Savings Plan at any time. Although this SPD describes many of the principal features of the Plan, it is only a summary of the Plan. The complete provisions of the Plan are stated in the written Plan document, a copy of which is available to Plan participants upon request. **In the event of any inconsistency between the SPD and the Plan document, the Plan document will control.**

You can request a copy of the Savings Plan or additional information about the Savings Plan by sending a request to Barnes Group Inc., 123 Main Street, Bristol, Connecticut 06010, Telephone: 860-583-7070, Attention: Director, Total Rewards.

If you have any questions about the Savings Plan, contact your local Human Resources administrator or visit Fidelity NetBenefits® at www.401k.com.

THE SAVINGS PLAN

What is the purpose of the Savings Plan?

The purpose of the Savings Plan is to assist employees in achieving financial independence at retirement and to encourage savings, as well as to enable employees to share in the ownership of the Company. Using the Savings Plan, participants save on a regular basis and the Employer may add to such savings to help them grow even faster.

Who is eligible to participate in the Savings Plan?

For purposes of employee contributions to the Plan, all salaried and non-union hourly employees of Barnes Group and participating employers who are employed in the United States who are regularly scheduled to work at least 30 hours per week are eligible to invest in the Savings Plan. In addition, such salaried and non-union hourly employees who are regularly scheduled to work less than 30 hours per week are eligible to invest in the Savings Plan by making employee contributions if they complete (i) at least 1,000 hours of service during their initial twelve months of employment with the Company following date of hire, or any subsequent Plan Year (each December 31 to the following December 30) or (ii) at least 500 hours of service in three (3) consecutive 12-month periods beginning on date of hire (however, only service after January 1, 2021 counts for this purpose) (effective for Plan Years commencing after December 31, 2024, at least 500 hours of service in two (2) consecutive 12-month periods beginning on date of hire, only counting service after January 1, 2021). Leased employees, employees classified by the Employer as an intern or as an independent contractor, persons whose compensation is paid by the Employer other than through its payroll system, persons whose compensation from the Employer is reflected on an IRS Form 1099, persons who have agreed in writing to non-participant status under the Plan, persons included in a collective bargaining unit of employees, unless the Employer has agreed to treat such persons as eligible employees pursuant to an effective collective bargaining agreement, or any persons who are non-resident aliens with no U.S. source income are NOT eligible for participation in the Plan and are excluded employees for purposes of all contributions to the Plan.

<u>"Participating Employers" are listed below</u>:

Synventive Molding Solutions, Inc.

Manner USA, Inc.

Priamus Systems Technologies, LLC

Foboha US, Inc.

Gammaflux Controls, Inc. (effective May 1, 2017 for rollover contributions and June 1, 2017 for participant deferrals and matching contributions)

Industrial Gas Springs, Inc. (effective January 1, 2019 for rollover contributions, participant deferrals and matching contributions only)

MB Aerospace East Granby, LP (effective October 1, 2023 for rollover contributions, participant deferrals and matching contributions; effective December 31, 2024 for retirement contributions)

MB Aerospace Warren, LLC (effective October 1, 2023 for rollover contributions, participant deferrals and matching contributions; effective December 31, 2024 for retirement contributions)

Employees of divisions of Barnes Group eligible for allocations of profit-sharing contributions from the Company (other than excluded employees (as described above)) (i) who are regularly scheduled to work at least 30 hours per week, or (ii) who are regularly scheduled to work less than 30 hours per week but who complete at least 1,000 hours of service during their initial twelve months of employment with the Company following date of hire, or any subsequent Plan Year (each December 31 to the following December 30) may invest their profit-sharing account through the provisions of the Savings Plan. Effective for Plan Years beginning on or after December 31, 2022, no allocations will be made to profit sharing accounts for any Plan Year for employees of Barnes Aerospace Components Group. Any forfeitures arising with respect to profit sharing accounts for any Plan Year ending on or prior to December 30, 2022 will be reallocated as though it were an employer contribution in respect of such Plan Year. Any forfeitures arising with respect to profit sharing accounts for any Plan Year commencing on or after December 31, 2022 will be used to pay reasonable Plan expenses or to reduce future employer contributions.

Employees of Barnes Group, other than excluded employees (as described above), (i) who are regularly scheduled to work at least 30 hours per week, or (ii) who are regularly scheduled to work less than 30 hours per week but who complete at least 1,000 hours of service during their initial twelve months of employment with the Company following date of hire, or any subsequent Plan Year (each December 31 to the following December 30), and (iii) who are hired or rehired on or after December 31, 2012 and who are designated by the Company as an Industrial U.S. salaried employee, a Distribution Non-Sales U.S. salaried employee, or a Corporate Office U.S. salaried employee may invest their retirement contributions account through the provisions of the Savings Plan. Such employees who are eligible to receive allocations of employer retirement contributions under the Savings Plan and who are employees of the following Participating Employers may receive allocations of, and invest their, retirement contributions account through the provisions of the Savings Plan as of the effective dates indicated below:

Synventive Molding Solutions, Inc. (January 1, 2014)

Manner USA, Inc. (Plan Years starting on or after December 31, 2014)

Priamus Systems Technologies, LLC (January 1, 2017)

Foboha US, Inc. (Plan Years starting on or after December 31, 2016)

Gammaflux Controls, Inc. (Plan Years starting on or after December 31, 2017)

Industrial Gas Springs, Inc. (Plan Years starting on or after December 31, 2019)

MB Aerospace East Granby, LP (Plan Years starting on or after December 31, 2024)

MB Aerospace Warren, LLC (Plan Years starting on or after December 31, 2024)

Special rules apply to employees who first become employees of Barnes Group or a Participating Employer on or after July 1, 2012 in connection with a merger, an acquisition or other similar transaction.

Effective for Plan Years starting on or after December 31, 2022, otherwise eligible employees of Barnes Aerospace Components Group division, who meet the eligibility criteria for retirement contributions, are eligible to receive and invest retirement contributions under the Plan. Notwithstanding the eligibility rules set forth above, beginning with Plan Years starting on or after December 31, 2023, all employees of Barnes Group who are eligible to participate and invest in the retirement contribution portion of the Savings Plan may invest their retirement contributions account through the provisions of the Savings Plan.

How do I participate in the Savings Plan?

To simplify the enrollment process and ensure that you do not overlook the valuable opportunity to participate in the Savings Plan, we have implemented an automatic enrollment program. If you are eligible to participate in the employee contribution portion of the Savings Plan, within the first 60 days of your employment (or re-employment or transfer, as the case may be), you may:

- voluntarily enroll in the Savings Plan by logging on to Fidelity NetBenefits® at www.401k.com or calling the Retirement Benefits Line at 1-800-835-5095, and electing a contribution rate of your choice; or

- opt out of the automatic enrollment program; or

- do nothing and be automatically enrolled in the Savings Plan at a contribution rate of 3%.

If you choose to opt out within the first 60 days of your employment, no deductions will be made from your pay, and you will not be enrolled in the payroll deduction portion of the Savings Plan. You may choose to enroll at a later date by contacting Fidelity investments at www.401k.com or 1-800-835-5095.

If you choose automatic enrollment and do not contact Fidelity Investments to designate how you would like your contributions invested, your contributions will be automatically invested in the Fidelity Freedom Fund based on a target retirement date, assuming retirement at age 65 (the default investment fund under the Plan). You may contact Fidelity at any time to change your investment funds or your contribution rate.

When is my enrollment effective?

Your enrollment becomes effective (1) voluntarily, once you have elected a deferral percentage, which initiates deductions of your contributions from your pay, or (2) automatically, as of the first payroll period once you have been employed (or re-employed or transferred to an Eligible Employee position, as the case may be) for 60 days (unless you have opted out of the automatic enrollment program). These salary deductions will generally begin with your next pay period after receipt of your enrollment information (or following the 60-day waiting period, as the case may be), or as soon as administratively possible thereafter.

What are the primary features of the Savings Plan?

- You can save between 1% and 75% of your eligible pay through automatic payroll deductions (whole percentages only).

- You can save with before-tax dollars and lower your taxes, or with after-tax dollars.

- The Savings Plan allows you flexibility to manage your investment strategies over time, by offering a broad spectrum of investment fund options.

- Plan loans and limited withdrawals are available in certain situations.

How much can I contribute?

You can choose how much of your eligible pay that you want to save. Through automatic payroll deductions, you can contribute from 1% to 75% of your base pay on a before-tax or Roth contribution basis, in 1% increments. Base pay is your salary or hourly wages, including commissions, shift differential and overtime, and is increased for your 401(k) contributions, your contributions under the Company's Section 125 Plan (such as pre-tax contributions toward health insurance, and deferrals under a medical reimbursement account and dependent care account), but excludes bonuses, severance pay, reimbursed expenses, payment of deferred compensation and other special payments. Base pay also includes any payments made to you while you are in Qualified Military Service on active duty for a period of up to 30 days if such pay represents all or a portion of the wages that you would have received if you were continuing to work for the Employer for that period. You may also contribute up to 10% of your base pay on an after-tax basis. The combination of your before-tax and after-tax contributions may not exceed 75% of your base pay. Under federal law, your pre-tax contributions (together with your designated Roth contributions) cannot exceed a specific dollar amount in any calendar year. This amount, as provided under the Internal Revenue Code, is $23,500 for 2025.

What are the benefits to making before-tax contributions?

Before-tax contributions are deposited into the Savings Plan before federal income taxes are deducted. This means that your taxable income for federal income tax purposes is automatically ***reduced*** by whatever amount you contribute. The federal income taxes withheld from your paycheck will be based on the reduced income.

For example, let's assume you want to save 6% of your monthly base pay, which is $100. You would normally pay federal income tax on the full $100 and then invest the remaining amount. Let's assume you pay tax at a 15% rate; here the tax would equal $15. After paying federal income taxes, you are left with $85 for savings.

If, instead, you put the same 6% into the Savings Plan on a before-tax basis, you would be deferring federal tax on the entire $100. Here you would have the $100 contributed to an account in your name, which you would invest from among the Savings Plan investment options. You would pay no federal income taxes on the $100 until amounts are distributed from the Savings Plan. The Savings Plan allows you to increase your savings by $15 because the full $100 is in your account. Your $100 is invested, as you choose, in any of the funds available under the Savings Plan.

Federal income taxes on your before-tax contributions are deferred until you receive a distribution, or you withdraw them from the Savings Plan. You should check with your local tax advisors regarding the state tax consequences of participating in the Savings Plan on a pre-tax basis (See discussion below of "Federal Tax Considerations").

Will my pre-tax employee contributions affect my Social Security benefits?

No. You and the Company will continue to pay Social Security taxes on amounts you contribute to the Savings Plan so that you will not lose your rights to any Social Security benefits.

What are the benefits to making Roth contributions?

Roth contributions are deposited into the Savings Plan after federal income taxes are deducted. This means that your taxable income for federal income tax purposes is *not* reduced by any amount you contribute. Roth contributions are calculated together with your pre-tax salary deferrals on an aggregate basis and are subject to the annual dollar limitation under the Internal Revenue Code ($23,500 for 2025). You may make Roth contributions in multiples of 1% up to a maximum of 75% of your "eligible compensation," as defined in the Plan. Catch-up contributions (explained below) may also be made on a Roth basis.

Because you pay income tax on Roth contributions at the time of contribution, there are no additional taxes due when you receive a distribution or withdraw Roth contributions from the Savings Plan. In addition, you will also enjoy tax-free grown of your investment gains on your Roth contributions. However, in general, in order to enjoy such favorable tax treatment of investment income, distributions or withdrawals must occur after you turn age 59 ½ and at least five (5) years after you begin making Roth contributions to the Plan. You should check with your local tax advisors regarding the state tax consequences of participating in the Savings Plan on a Roth basis (See discussion below of "Federal Tax Considerations").

Is there a Company Match and how does it work?

The Employer matches your pre-tax and Roth contributions at a level of 50% of each dollar you contribute, on the first 6% of eligible pay that you defer on a before-tax or Roth basis (i.e., 3% of eligible compensation maximum). Catch-up contributions (as described below) are NOT eligible for any matching contributions. Matching contributions are invested in accordance with each participant's current investment elections.

For any given Plan Year, if the amount of matching contributions made by the Employer is less than the participant would have received under the applicable matching formula, the Employer will make a "true-up" matching contribution in an amount equal to the difference. Catch-up contributions are not eligible for any "true-up" matching contributions. "True-up" matching contributions will be treated as being contributed to the Plan as of the date of contribution, but not later than the last day of the Plan Year for which they are made, without adjustment for any earnings and/or losses.

What are the benefits to making after-tax contributions?

Although after-tax contributions are deducted from your pay after taxes are withdrawn, the Savings Plan contains a unique tax feature which sets it apart from many other savings and investment vehicles. When you save money in a personal savings account, you are required to pay income tax on the interest the money earns. And when you invest your money in the stock market, dividends earned by your investments are taxable as well. But the earnings on the money you save through the Savings Plan are sheltered from taxes while they accrue. You pay no income tax on the earnings until you receive the money. When you receive Savings Plan distributions, that portion of the distribution that represents a return of your after-tax contribution is not taxed again (but the earnings on the after-tax contributions are taxed as ordinary compensation).

What is the difference between Roth and after-tax contributions?

The main differences between Roth and after-tax contributions are that (i) Roth contributions, as aggregated with any before-tax contributions, are subject to the annual dollar limitation contained in Section 402(g) of the Code ($23,500 for 2025), while after-tax contributions are subject to the aggregate annual dollar limitation on all defined contribution plan contributions contained in Section 415(c) of the Code; and (ii) earnings generated on Roth 401(k) contributions are tax-free (if distributed after you attain age 59-1/2 and at least five (5) years after you begin making Roth contributions to the Plan), but earning generated on after-tax contributions are taxed as ordinary income at the time of distribution.

How do I change my contributions?

Generally, you can increase or decrease your employee contribution percentage (whole percentages only) at any time, and such increase or decrease will take effect at the next payroll cycle, or as soon as reasonably practicable thereafter.

To change or suspend your contributions, log on to Fidelity NetBenefits® at www.401k.com or call the Retirement Benefits Line at 1-800-835-5095.

How does the Company make profit sharing contributions?

Each Plan Year, the Company contributes to a fund for allocation to the profit-sharing accounts of eligible employees of participating divisions of Barnes Group, even if such eligible employees have not enrolled in the Savings Plan by making a 401(k) contribution election. Effective for any Plan Year commencing on or after December 31, 2022, no division of the Company is a participating division for purposes of profit-sharing contributions.

Profit sharing contributions are invested in accordance with each participant's current investment elections.

How does the Employer make retirement contributions?

For each Plan Year beginning on or after December 31, 2012, the Company makes a contribution to a fund for allocation to the retirement contribution accounts of eligible employees of Barnes Group hired or rehired on or after December 31, 2012 who are eligible to for employer retirement contributions under the Savings Plan and who are designated by the Company as an Industrial U.S. salaried employee, a Distribution Non-Sales U.S. salaried employee, or a Corporate Office U.S. salaried employee. Effective for Plan Years starting on or after December 31, 2022, eligible employees of Barnes Aerospace Components Group division are eligible to receive a retirement contribution under the Plan. Effective for Plan Years starting on or after December 31, 2023, all employees of Barnes Group eligible to participate in the employer retirement contribution portion of the Plan are eligible to receive a retirement contribution under the Plan, even if such eligible employees have not enrolled in the Savings Plan by making a 401(k) contribution election.

Eligible employees of Participating Employers were first eligible for a retirement contribution under the Plan as of the effective dates set forth below:

Synventive Molding Solutions, Inc. (January 1, 2014)

Manner USA, Inc. (Plan Years starting on or after December 31, 2014)

Priamus Systems Technologies, LLC (January 1, 2017)

Foboha US, Inc. (Plan Years starting on or after December 31, 2016)

Gammaflux Controls, Inc. (Plan Years starting on or after December 31, 2017)

Industrial Gas Springs, Inc. (Plan Years starting on or after December 31, 2019)

MB Aerospace East Granby, LP (Plan Years starting on or after December 31, 2024)

MB Aerospace Warren, LLC (Plan Years starting on or after December 31, 2024)

In all cases, the Employer will contribute an amount equal to 4% of the eligible compensation paid to eligible participants for the Plan Year who are entitled to receive an allocation of retirement contributions for such year. In all cases, allocation of the retirement contribution for a Plan Year will be made only for each eligible employee who remains employed as of the last day of the Plan Year (or who terminated employment during the Plan Year by reason of retirement on or after reaching age 55, disability, or death).

Retirement contributions are invested in accordance with each participant's current investment elections.

What are "catch-up" contributions and how do I make them?

If you have reached age 50 or will reach age 50 during the calendar year and are making the maximum before-tax contribution allowed under the Savings Plan (as limited by the Internal Revenue Code) (e.g., you contribute the lesser of 75% of base pay or $23,500 for 2025), you may make an additional "catch-up" contribution in each pay period. The maximum annual catch-up contribution for 2025 is $7,500. Effective as of January 1, 2025, active participants who attain ages 60, 61, 62 or 63 in the calendar year, are permitted to elect catch-up contributions with respect to such calendar year in accordance with, and subject to increased limits under the Internal Revenue Code ($11,250 for 2025). Please note that you must make a separate election to take advantage of the catch-up contribution.

You make catch-up contributions through salary reduction, the same way you make regular contributions. If at the end of the calendar year your regular before-tax or Roth contributions do not exceed the Savings Plan contribution limit or the Internal Revenue Code annual dollar limit, some or all of your catch-up contributions will be recharacterized as regular before-tax contributions.

Catch-up contributions are NOT eligible for any Company matching contributions.

Catch-up contributions are invested in accordance with each participant's current investment elections.

Catch-up contributions can be made on a pre-tax or Roth contribution basis.

Can I invest money through the Savings Plan other than through payroll deductions or by receiving a profit sharing or retirement contribution allocation?

You cannot directly contribute money to the Savings Plan other than through salary reductions or by receiving an allocation under the profit-sharing provisions or the retirement contribution provisions of the Savings Plan.

However, the Savings Plan provides a means for eligible employees to roll over assets that they may have invested in prior employers' qualified pension or profit-sharing plans, as well as from certain types of IRAs. The Savings Plan does not accept rollovers from a spouse's prior IRA.

How do I rollover qualified assets into the Savings Plan?

There are a number of technical rules which must be followed in order to establish a rollover into the Savings Plan. These rules are required by the IRS, and we must adhere to them:

- If you are an eligible employee and you receive a distribution from another employer's qualified retirement plan, you may "roll over" the distribution into the Savings Plan upon demonstrating to the Benefits Committee that the contribution is from another qualified plan. The amount may include contributions made by you to another 401(k) plan or a "conduit IRA" that holds solely qualified retirement plan monies. The Savings Plan does not accept after-tax contributions in rollover other than direct rollovers of a Roth contribution account from a tax-qualified employer retirement plan.

- If the prior plan or IRA does not roll the monies directly over into the Savings Plan at your instruction in a direct trustee-to-trustee transfer, the Savings Plan must receive the rollover amount from you within 60 days of the date on which you received the distribution from your prior employer's plan or from the IRA.

- You may also be permitted to rollover your outstanding loan balance from another tax-qualified employer-sponsored retirement plan (e.g., your former employer's 401(k) plan) as long (1) the direct rollover is of your full account balance under the former plan, and (2) the loan rollover is authorized by Barnes Group in connection with a merger or acquisition. This means that if you have an outstanding loan from your former employer's 401(k) plan, you may be eligible to roll it into the Plan.

Call the Retirement Benefits Line at 1-800-835-5095 or log on to Fidelity NetBenefits® at www.401k.com for details. You should consult your tax advisor and carefully consider the impact of making a rollover contribution to the Savings Plan.

Are there any limitations on Savings Plan contributions that may affect me?

Federal rules limit the maximum amount that may be contributed to the Savings Plan on your behalf. Some limits apply to the dollar amount that may be contributed; others seek to ensure that highly paid employees are not benefiting from the Savings Plan in disproportion to employees who are not highly paid. In some cases, contributions may be returned to participants and taxed currently. You will be notified if you are affected by any such limits.

When am I vested?

"Vesting" refers to your right to all or a portion of your Savings Plan accounts.

You are always 100% vested in your Savings Plan account balances derived from your own contributions (either pre-tax or after-tax), from rollovers from prior employer plans and from IRAs, as adjusted for earnings and losses.

Your vested right to the Employer matching contributions contributed to your account and to any contributions to your profit-sharing account or retirement account occurs over time. You will become vested in the contributions, as adjusted for earnings and losses, to your matching contributions account and profit-sharing account or retirement account, depending on your length of service with the Employer.

Matching Contributions Account. The vesting schedule for the matching contributions made to the Plan is as follows:

- 0% before 2 years of vesting service;
- 100% on or after 2 years of vesting service.

Matching contributions made under the merged Manner USA, Inc. 401(k) Plan and matching contributions made to the Plan for employees of Manner USA, Inc. hired prior to December 31, 2014 will always be 100% vested.

Profit Sharing Account. The vesting schedule for employees in participating divisions of Barnes Group *other than the U.S. division of Barnes Distribution (sales employees only)* is as follows:

- 0% before 1 year of vesting service;
- 20% on or after 1 year of vesting service, but less than 2 years;
- 40% on or after 2 years of vesting service, but less than 3 years;
- 60% on or after 3 years of vesting service, but less than 4 years;
- 80% on or after 4 years of vesting service, but less than 5 years;
- 100% on or after 5 or more years of vesting service.

For participating employees of the U.S. division of Barnes Distribution (sales employees only), the vesting schedule is as follows:

- 0% before 5 years of vesting service;
- 100% on or after 5 years of vesting service.

Retirement Account. The vesting schedule for the retirement contributions made to the Plan is as follows:

- 0% before 1 year of vesting service;
- 20% on or after 1 year of vesting service, but less than 2 years;
- 40% on or after 2 years of vesting service, but less than 3 years;
- 60% on or after 3 years of vesting service, but less than 4 years;

- 80% on or after 4 years of vesting service, but less than 5 years;
- 100% on or after 5 or more years of vesting service

Your "vesting service" begins on the first day of the month in which your employment commences and ends on the last day of the month following your "severance from service." For employees first employed in connection with certain mergers and acquisition, prior service may be included for vesting purposes. Your severance from service occurs at the earliest of (1) the date on which you retire, are discharged or quit, (2) the first anniversary of an authorized leave of absence for any reason, and (3) the first anniversary of a leave for any other reason; provided that you have not performed an hour of service during the twelve months. If you retire, quit, or are discharged and you return to work within twelve months, the period of your absence will be disregarded, and you will be credited with continuous service. If you are not vested when you have a severance from service and your period of severance is less than 5 years, any pre-break service will be restored upon a return to work. If you are not vested when you have a severance from service and your period of severance is more than 5 years, your prior service will be disregarded, and vesting service will start over.

Regardless of the length of your service, you are automatically fully vested in your matching contributions account under the following circumstances:

During your active employment,

- you die or become permanently disabled; or
- you reach age 55.

Regardless of the length of your service, you are automatically fully vested in your profit-sharing account or your retirement account under the following circumstances:

During your active employment,

- you die or become permanently disabled; or
- you reach age 65.

How are my Plan benefits affected if I have a leave of absence due to military service?

Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), if you leave the Employer to perform "qualified military service" (as defined under USERRA) and you return to work with the Employer during a period of time when your employment rights are protected by USERRA, you may be entitled to make-up certain contributions that you could have otherwise made to the Plan during your qualified service period and you may be entitled to certain Employer matching contributions, profit sharing contributions or retirement contributions. Check with the Plan Administrator for more details if you believe you are affected by this rule.

PLAN INVESTMENTS

How are my Savings Plan Accounts invested?

Subject to the rules and limits that are summarized in general below, you may direct how amounts allocated to your accounts are invested among investment options selected by the Benefits Committee. Investment allocations may be made among the available investment options in increments of 5%, subject to limits described below. If you choose to be automatically enrolled in the Saving Plan, your contributions will be automatically invested in the Fidelity Freedom based on a target retirement date, assuming retirement at age 65 (the "Qualified Default Investment Account" or "QDIA"), unless you contact Fidelity Investments to make a different investment election.

You may change your investment allocations by contacting the Fidelity Retirement Benefits Information Line at 1-800-835-5095 or on-line at Fidelity NetBenefits® at www.401k.com. Investment elections for existing account balances received by 4:00 p.m. Eastern Time will be effective no later than the business day following receipt of proper notice of the change investment elections for future contributions will be effective with the next practicable payroll date following receipt of proper notice of the change.

The Savings Plan is intended to constitute a plan described in section 404(c) of ERISA and the Code of Federal Regulations Section 2550.404c-1. The Savings Plan offers you the opportunity to exercise control over the assets in your accounts by allowing you to choose, from a broad range of investment alternatives, the manner in which the assets in your accounts will be invested and by providing you with information necessary to make informed decisions with respect to the investment options under the Savings Plan and the incidents of ownership that arise from those investments. By operating under Section 404(c), the Company, the Benefits Committee and others who are responsible for the operation of the Savings Plan (called the Plan's "fiduciaries") may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiary.

The value of your investments will fluctuate in response to changing market conditions. You must consider the risks and potential rewards of each of the investment options provided under the Plan. You should always carefully weigh your investment elections and decide on the best investment strategy for your personal situation. Although the Company provides you with summary information about the Savings Plan's investment options, it is important that you understand that the Company cannot give investment advice. For more information, you may wish to consult a professional financial or investment advisor or contact Fidelity Investments, as explained below.

Where do I get more information about my investment alternatives?

Fidelity Investments, the Savings Plan's record keeper, has information about the investment alternatives currently available under the Savings Plan. You may call Fidelity Retirement Benefits Information Line at 1-800-835-5095 or log on to Fidelity NetBenefits® at www.401k.com to obtain any of the following information:

- A list of each investment alternative available under the Plan.

- A description of the annual operating expenses of each investment alternative that reduces the rate of return to a participant and beneficiaries (e.g., investment management fees, administration fees, transaction costs), and the aggregate amount of such expenses expressed as a percentage of the average net assets of the investment alternative.

- Copies of any prospectuses, financial statements, and reports, and any other materials relative to the investment alternatives available under the Savings Plan, to the extent such information is provided to the Savings Plan.

- A list of assets, within the portfolio of each investment alternative, that constitute plan assets within the meaning of the regulations to ERISA; the value of each such asset (or the proportion of the investment alternative which it comprises); and, with respect to each such asset that is a fixed-rate investment issued by a bank, savings and loan association, or insurance company, the name of the issuer of such contract, the term of the contract, and the rate of return on the contract.

- Information concerning the value of shares or units in the investment alternatives available, as well as past and current investment performance of such alternatives, determined, net of expenses, on a reasonable and consistent basis.

- Information concerning the value of shares in an investment alternative held in your *or* your beneficiary's account.

What are my investment options?

The investment options currently offered under the Savings Plan can be found on Fidelity NetBenefits® at www.401k.com. The current list of investment alternatives, and a description of each alternative, is always available by contacting Fidelity at the Fidelity Retirement Benefits Information Line at 1-800-835-5095 or by logging on to Fidelity NetBenefits® at www.401k.com.

The investment options offered under the Savings Plan provide distinctly different investment objectives and risk and return characteristics. The investment fund information provided by Fidelity describes the investment objectives and risk and return characteristics of each investment option, including information relating to the type and diversification of assets comprising the portfolio of each option.

For a complete and up-to-date description of the investment options, fund performance and applicable fees you should consult the prospectus or fund profile. You may call the Fidelity Retirement Benefits Line at 1-800-835-5095 to request information about the funds, including prospectuses and fund performance history. You may also log on to Fidelity NetBenefits® at www.401k.com to obtain any of the information.

The selection of investment options available under the Savings Plan may be changed by the Benefits Committee at any time, even as to existing balances.

Is my Savings Plan investment guaranteed?

No. Your benefits under the Savings Plan will depend upon the performance of the investment in which your accounts are invested. Neither the investments under the Savings Plan nor your benefit under the Savings Plan is guaranteed by the Company or insured by any governmental or non-governmental entity. Savings Plan accounts will be valued each day that the New York Stock Exchange is open.

How do I keep track of Accounts under the Savings Plan?

You will have access to a statement on a quarterly basis which reflects the activity in your accounts during the previous quarter. Furthermore, you can call the Fidelity Retirement Benefits Line 24 hours a day, 7 days a week, and inquire about your current account balances or request a statement at any time by calling 1-800-835-5095 or visit Fidelity NetBenefits® @ www.401k.com.

In addition, each of your pay stubs will indicate the amount that was deferred as your pre-tax employee contributions and after-tax contributions during the pay period and will also display the calendar year-to-date total.

Who pays for the expenses relating to the Savings Plan?

All reasonable expenses of administering the Savings Plan and related trust, to the extent not paid by the Company, will be paid from the trust under the Savings Plan. Such plan expenses include, without limitation, fees of accountants, legal counsel, investment managers, and agents. There is an annual recordkeeping fee paid by each Savings Plan participant, with the fee deducted on a quarterly basis. The amount of the recordkeeping fee is contained in the annual ERISA 404a-5 notice provided to all participants (and incorporated herein by reference). Any investment fees associated with the investment options offered by the Savings Plan are paid from the participant's account and are disclosed in the annual ERISA 404a-5 notice. You may also call the Fidelity Retirement Benefits Line at 1-800-835-5095 to request information or log on to Fidelity NetBenefits® at www.401k.com.

How do I keep track of my investments?

You can access your account online through Fidelity NetBenefits® at www.401k.com or call the Retirement Benefits Line at 1-800-835-5095 to speak with a representative or use the automated voice response system, virtually 24 hours a day, 7 days a week.

Can I make changes to my investments?

As your opportunities to save change, or as your personal needs and goals change, you may want to change how you participate in the Savings Plan. During the year, you can:

- increase or decrease your contributions;
- stop your Savings Plan savings or join the Savings Plan;
- change from before-tax to after-tax deferrals (or vice versa) with future savings;
- change your future savings to be partially before-tax and partially after-tax;
- change your investment choices about your new contributions to the Savings Plan; and
- change your investment choices about existing assets in the Savings Plan.

Some investment options offered may carry restrictions on your ability to transfer in and out of the funds, or charges for transfers within certain specified time periods. The Trustee may maintain a cash balance for certain investment options to provide monies for fund exchanges, loans, withdrawals, and distributions. The amount of cash balance for an investment option may be revised in response to anticipated changes in the cash needs for that investment option. If the cash balance for an investment option is not sufficient due to unusual participant activity, the Trustee may temporarily stop taking fund exchange instructions relating to the investment option, and/or, for a period of time, suspend fund exchanges, loans, withdrawals and distributions for that investment option. Visit Fidelity NetBenefits® at www.401k.com for more details or call the Retirement Benefits Line at 1-800-835-5095.

Where can I find information about exchanges and other Savings Plan features?

Once you enroll, you will receive a welcome brochure that provides details about managing your account. You can also learn about loans, exchanges and more, online through Fidelity NetBenefits® at www.401k.com. For example, you can access loan modeling tools that illustrate the potential impact of a loan on the long-term growth of your account. You will also find a withdrawal modeling tool, which shows the amount of federal income taxes and early withdrawal penalties you might pay, along with the amount of earnings you could potentially lose, by taking a withdrawal. You can also obtain more information about loans, withdrawals, and other plan features by calling the Retirement Benefits Line at 1-800-835-5095 to speak with a representative or use the automated voice response system.

ACCESS TO YOUR MONEY

What if I need access to my contributions to the Savings Plan before I retire?

If you need access to your Savings Plan contributions before you retire, you can

- borrow against your account by taking out a loan;
- withdraw after-tax dollars and their investment proceeds; or
- withdraw before-tax dollars and rollover contributions on a hardship basis.

In addition, limited in-service withdrawals are available with respect to "qualified birth or adoption" or with respect to "qualified domestic abuse."

The terms, restrictions and penalties associated with each option are generally described further below. To initiate a withdrawal, call the Retirement Benefits Line at 1-800-835-5095 or log on to Fidelity NetBenefits® at www.401k.com.**How much can I borrow?**

Loans are available from a portion of your vested account balance. Your vested account balance that is available with respect to loans includes your contributions, including any rollover contributions, and the vested portion of the Company Match, but excludes any funds contributed to a profit-sharing account or retirement account. Here are some guidelines:

Value of Your Vested Account	Maximum Amount of Loan (Loan Cap)
Balances under $100,000	50% of vested account balance
Balances of $100,000 or more	$50,000

The Loan Cap is adjusted if you already have a loan outstanding. The adjusted Loan Cap is the smaller of two amounts:

- 50% of your vested balance (which includes the value of your outstanding loan or loans), *minus* the outstanding balance of your loan or loans, and
- $50,000, *minus* the highest outstanding balance of your loan or loans within the past 12 months.

How do I calculate my Loan Cap?

To determine the maximum amount of funds available to you when one loan is outstanding you use the adjusted Loan Cap as determined above.

Examples:

(1) Assume your vested balance is $64,000, including an outstanding loan balance of $15,000, and your highest outstanding balance within the last 12 months was $19,000. Your Loan Cap for your new loan is the smaller of:

(a) 50% of $64,000 = $32,000 *minus* $15,000 = $17,000.

(b) $50,000 *minus* $19,000 = $31,000.

The smaller amount is $17,000. This is the maximum you can borrow.

(2) Assume your vested balance is $120,000, including an outstanding loan balance of $25,000, and your highest loan balance within the last 12 months was $30,000. Your Loan Cap for your new loan is the smaller of:

(a) 50% of $120,000 = $60,000 *minus* $25,000 = $35,000.

(b) $50,000 *minus* $30,000 = $20,000.

The smaller amount is $20,000. This is the maximum you can borrow.

Again, the available funds are from your vested account balance. Visit Fidelity NetBenefits® at www.401k.com call the Retirement Benefits Line at 1-800-835-5095 if you need assistance in determining the maximum amount you may borrow.

Are there any other limitations on how much and when I can borrow?

- The minimum loan amount is $1,000.
- Loan amounts must be in multiples of $100.
- Only one loan per calendar year.
- Maximum of three loans outstanding at any time.
- Loan Caps are adjusted when more than one loan is needed.
- You cannot borrow against your profit sharing or retirement contributions account or a PAYSOP Account.

Will I have to pay an origination fee on my loan?

The current cost to initiate a loan is $75. The fee will be deducted directly from your individual Savings Plan account. The loan initiation fee may be changed by the record keeper from time to time and you will be notified of the then current fee amount at the time of your loan application.

What are the Savings Plan loan terms and how do I make payments?

The Benefits Committee establishes rules and procedures as necessary for the administration of the Plan's loan program. Such Loan Program Rules are specifically incorporated herein by reference. You can obtain a copy of the Loan Program Rules by contacting the Plan Administrator.

Under the Plan's Loan Program rules, you can elect a loan term from one to five years to repay the loan. Repayment of principal and interest is through payroll deduction on an after-tax basis. You can fully prepay your loan any time with no prepayment penalties. Repayment of your loan will be affected if you take an unpaid leave of absence, or a military leave, or are unable to make repayments by payroll deduction.

If you are on an unpaid leave of absence or designated furlough, or a paid leave of absence, where the amount of pay (less applicable employment tax withholding) is insufficient to cover the Plan loan installment required under the terms of your loan, the Benefits Committee may elect to suspend your loan repayments for up to one year during any such leave. However, in such event, the entire balance of the loan (plus any interest accrued during the repayment suspension period) must be repaid within the term established at the inception of the loan, plus the length of the applicable leave of absence or designated furlough, but, in any event, not later than the end of the five-year period commencing at the time of the original loan. Alternatively, you have the option to make loan payments by direct payment to the Plan, via a bank certified check or money order. You can obtain instructions by contacting the Plan Administrator.

If you are on leave of absence for any qualifying military service, your loan repayments will be suspended, and the period of such military service will not be counted as part of the loan term. Once you return from qualifying military service, loan repayments will resume at an amount and frequency no less than those established at the inception of the loan. The loan must be repaid in full (including interest accrued during the military service period; provided, that any such interest accrued during the military service period will be limited to no more than 6% if you supply to the Benefits Committee or its designee a copy of your military orders and a written request that the 6% interest rate limit be applied) during a period that is no longer than the term established at the inception of the loan, plus the period of such military service.

Your loan will become immediately due and payable upon termination of employment with the Company. If you fail to repay your loan within 90 days following termination of your employment (or, upon earlier full distribution of your vested Plan account balance following your termination of employment without loan repayment), it will result in a loan default. (See "What happens if I don't repay my loan?") Notwithstanding the foregoing, a Participant loan will not be deemed to be in default if the outstanding loan balance, along with accumulated interest, continues to be repaid according to the original amortization schedule. Such payments may only be made via a bank certified check, money order, or automated clearing house (ACH) electronic payment.

What interest rate will I be charged on my loan?

The interest rate charged on loans is the "prime rate" of interest plus one-half of one percent (1/2%). The "prime rate" is the prime rate published in the Wall Street Journal on the last day of the calendar quarter immediately prior to the date the loan is approved. The interest rate is assigned to the loan when it is made and remains in effect for the term of the loan.

What happens if I don't repay my loan?

If you fail to repay your loan, it will be considered in default and treated as a distribution, making it subject to income tax and possibly to a 10% early withdrawal penalty. Defaulted loans may also impact your eligibility to request additional loans. Be sure that you understand the guidelines set forth in the Plan's Loan Program documents before you initiate a loan from your Savings Plan account.

When can I make withdrawals from my account?

Withdrawals from the Savings Plan are generally permitted when you terminate your employment, retire, reach age 59-1/2, become permanently disabled, or experience severe financial hardship, as defined in the Savings Plan. Withdrawals are subject to income taxes and possible early withdrawal penalties.

If you have attained ag 59-1/2 and still employed by Barnes Group, you may withdraw the vested amounts in your Matching Account, the vested amounts in your Profit-Sharing Account, the vested amounts in your Retirement Account, and all or any part of your Merged Asset Accounts attributable to employer contributions (as adjusted for earnings and losses).

Amounts in your PAYSOP Account may not be withdrawn while you are an employee of Barnes Group. Amounts in your Rollover Contributions Account may be withdrawn only in accordance with the hardship distribution rules. Please see below.

In addition, individuals who were participants in the Curtis Industries Inc. 401(k) Retirement Savings Plan may, once per year after age 59-1/2, request a distribution from the "Merged Asset Account" attributable to pre-April 1, 2001 balances. You may choose to withdraw all or part of your After-tax Account at any time, provided, that no more than two withdrawals are permitted in any plan year.

A participant who certifies that the participant (i) is a parent to a recently born child, or (ii) has legally adopted an eligible adoptee, may elect, during the one-year period beginning on the date on which a child of the individual is born or on which the legal adoption by the individual of an eligible adoptee is finalized, to withdraw all or part of such participant's vested Accounts including earnings attributable thereto as a "qualified birth or adoption distribution." An "eligible adoptee" means any individual (other than a child of the participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The maximum withdrawal is $5,000 per recently born child or eligible adoptee, reduced by any qualified birth or adoption distribution made with respect to the same child or eligible adoptee by any other tax-qualified retirement plans maintained by the Company or its affiliated employers. Such withdrawal is not considered in any Plan-imposed limits on number of withdrawals permitted in any year. Special rules apply with respect to withholding on, and taxation of, such distributions in accordance with IRS guidance. A participant receiving a qualified birth or adoption distribution may recontribute all or a portion of such distribution amount (but not more than the aggregate amount of the qualified birth or adoption distribution) to the Plan as a Rollover Contribution in accordance with the provisions of the Internal Revenue Code.

A participant who certifies that such participant is the victim of domestic abuse may elect, in the one-year period beginning on any date on which the participant is a victim of domestic abuse by a spouse or domestic partner, to withdraw all or part of his vested Accounts including earnings attributable thereto. "Domestic abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household. The maximum withdrawal amount is the lesser of (i) $10,000, or (ii) fifty percent (50%) of the present value of such participant's vested Accounts. Special rules apply with respect to withholding on, and taxation of, such distributions in accordance with IRS guidance. A Participant receiving a qualified domestic abuse distribution may recontribute all or a portion of such distribution amount (but not more than the aggregate amount of the qualified domestic abuse distribution) to the Plan as a Rollover Contribution in accordance with the provisions of the Internal Revenue Code.

To make a withdrawal, a Participant must give written notice in accordance with procedures established by the Benefits Committee.

What is a hardship withdrawal?

In return for postponing taxes on before-tax contributions to the Savings Plan, the government limits withdrawals prior to age 59-1/2 to hardship situations. You will pay income tax on the funds when they are withdrawn.

Under IRS rules, hardship withdrawals are limited to your before-tax deferrals (and investment earnings on such deferrals). Withdrawals of such amounts are limited to cases in which you can show that you have an immediate and heavy financial need due to any of the following circumstances:

- deductible medical expenses incurred by yourself, your spouse, your dependents and not covered by medical insurance;
- the cost of purchasing your principal residence (excluding mortgage payments);
- tuition and related education expenses (including room and board expenses) for the next 12 months of post-secondary education for yourself, your spouse, or your dependents;
- expenses necessary to prevent your eviction from your principal residence or to prevent the foreclosure on the mortgage of your principal residence;
- funeral or burial expenses for your deceased parent, spouse, children, or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Internal Revenue Code Section 165; or
- expenses you incur on account of a disaster declared by the Federal Emergency Management Agency ("FEMA") provided that your principal residence or place of work was located in the area designated by FEMA for individual assistance with respect to the disaster.

If you are eligible to borrow under the Savings Plan, you must have obtained all distributions (excluding loans) available under the Savings Plan. You may request that any hardship withdrawal be increased so as to include any federal, state, or local income taxes or penalties which are expected to be due as a result of the withdrawal.

- You may not request more than two (2) hardship withdrawals in any calendar year.

- Hardship withdrawals will be divided equally among all your investment funds under the Savings Plan.

- Hardship withdrawals are only permitted from your Before-Tax Account or Roth Account (including all earnings attributable thereto) or Rollover Account (including all earnings attributable thereto).

- Amounts in your Rollover Contributions Account may also be withdrawn in accordance with the hardship distribution rules.

- To make a hardship withdrawal, a Participant must give written notice in accordance with procedures established by the Benefits Committee.

How do I make withdrawals after age 59-1/2?

While you are still working at the Company, you may withdraw all or a portion of your vested accounts and investment earnings on such contributions beginning at age 59-1/2. To make a withdrawal, log on to Fidelity NetBenefits® at www.401k.com or call the Retirement Benefits Line at 1-800-835-5095.

PLAN DISTRIBUTIONS

What happens to my Account when I terminate or retire?

If you terminate employment for any reason, you may initiate the distribution process by calling the Retirement Benefits Line at 1-800-835-5095 or log on to Fidelity NetBenefits® at www.401k.com. The Savings Plan will provide you with information outlining your distribution, options, and tax issues. Once the Savings Plan receives your request for a distribution, it will be processed as soon as administratively practicable.

If you wish to continue saving this money for retirement and defer current taxes, you may be eligible to initiate a direct rollover of your Savings Plan account balances into an IRA, another qualified employer plan, or a Section 403(b) (tax-exempt employers) plan or Section 457 (governmental) plan. If you take a distribution, to the extent you do not initiate a direct rollover (if available), you will owe ordinary income taxes, and in many cases a 10% penalty (if you are under age 59-1/2), in the tax year in which you receive the distribution. The Savings Plan will generally withhold 20% federal and applicable state tax. (See the discussion below on "Federal Tax Considerations").

When am I eligible to collect my Savings Plan Accounts without penalty?

If you retire or otherwise terminate employment after age 59-1/2 with Barnes Group, you will receive:

- all your own contributions, as adjusted for earnings and losses; *plus*
- the vested portion of your Company Match account, as adjusted for earnings and losses; and
- the vested portion of your Profit-Sharing Account, if applicable, as adjusted for earnings and losses; and
- the vested portion of your Retirement Account, if applicable, as adjusted for earnings and losses; and
- any portion of your Rollover Account, as adjusted for earnings and losses; and
- any amounts in your PAYSOP Account, if applicable.

If you leave the Company before you are fully vested, you will forfeit the value of any Company Match or Profit-Sharing or Retirement contribution account balance that has not vested upon the distribution to you of your vested account balance. If you received a plan distribution and are later rehired to active service before five consecutive one-year breaks in service, the non-vested amounts you forfeited, unadjusted for subsequent gains and losses, will be restored to your accounts if you repay the portion of your account balance previously distributed. Your local Human Resource representative has details regarding breaks in service.

What happens to my contributions if I die or become disabled?

The full value of all of your accounts, including otherwise unvested Company Match and Profit-Sharing and Retirement contributions is payable if you die or become permanently disabled. To be treated as disabled, you must qualify as eligible for benefits under the Company's long-term disability plan. If you do not participate in the Company's long-term disability plan, you must qualify for Social Security Disability to be treated as disabled under the Savings Plan.

If you die while employed by the Company, the entire value of all accounts will be paid to your spouse if any, or to any other legal beneficiary you have designated. However, if you are married at the time of your death, no beneficiary designation other than your spouse is allowed under the Savings Plan, unless your spouse has signed a written consent form. Any such written consent must be notarized. Your spouse is the individual to whom you are legally married under the laws of the State in which the marriage was entered into.

How do I designate a beneficiary?

You can designate your beneficiary by logging on to Fidelity NetBenefits® at www.401k.com and using the Online Beneficiaries Service. If you choose not to elect your beneficiary online, the most recent beneficiary designation form that Barnes Group or Fidelity Investments has for you will apply. If you do not make a designation prior to your death, your account balances will be paid to your estate, as set forth in the Savings Plan document.

How are payments made?

Distributions from all investment funds are made, in cash, in one lump sum.

If you are entitled to payment of benefits and your total vested account balance (excluding any portion of your account balance attributable to rollovers) exceeds $7,000, you may elect to defer receipt of benefits until 60 days after the end of the calendar quarter during which you reach age 65 (or any earlier calendar quarter). If your total vested balance (excluding any portion of your account balance attributable to rollovers) is $7,000 or less, you can elect to

- Receive an immediate cash distribution, or
- Make an election to immediately roll over the amount to an individual retirement account (IRA).

If you do not elect a distribution or roll over of such vested account balance, the vested benefit (if your vested account balance is more than $1,000 up to the maximum threshold of $7,000) will automatically be rolled over to an IRA selected by the Benefits Committee. If your vested account balance is automatically rolled over to an IRA selected by the Benefits Committee, such amounts will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by the IRA provider.

If you do not elect a distribution or roll over such vested account balance and the vested account balance is $1,000 or less, you will receive an immediate cash distribution.

FEDERAL INCOME TAX CONSIDERATIONS

What are the tax consequences when I am paid Savings Plan benefits?

The Savings Plan is intended to be a qualified plan under Section 401(a) of the Code and to utilize the special tax-deferral features of Code Section 401(k). Assuming the Savings Plan is "qualified," the federal income tax consequences of participating in the Savings Plan under current tax law will be, in general, as described in this section.

The following brief summary of federal income tax consequences is included for general information only and is not a complete description of all federal or other tax aspects of the Savings Plan. The summary is based on the law in effect as of the date of this summary. The summary should not be regarded as tax advice, nor does the summary describe state, local, or estate tax consequences or non-US tax consequences, if any. *All participants and their beneficiaries are urged to consult their own tax advisors to determine the particular tax consequences - federal, state, and local - which may result from their participation in the Savings Plan. You will receive a Special Tax Notice at the time of a distribution from the Plan with more detailed tax information.*

Contributions and Earnings

As long as the Savings Plan continues to be a qualified plan, before-tax contributions made to the Savings Plan, including catch-up contributions, on your behalf, as well as earnings on all contributions made to the Trust, will generally not be included in your gross income until withdrawn or distributed from the Trust. After-tax contributions and Roth contributions made to the Trust will be subject to federal income tax at contribution, but earnings on such contributions will not be included in your gross income until withdrawn or distributed from the Trust. Employee contributions, both before-tax, Roth, and after-tax, are subject to Social Security taxes at the time the contributions are made. Distributions of Rollover Contributions, Company match and profit-sharing contributions and retirement contributions, along with attributable earnings, will be taxed at the time of distribution. All contributions to the Savings Plan are tax-deductible by the Company subject to certain limitations.

Distributions and Withdrawals

In general, all before-tax contributions, catch-up contributions, rollover contributions, Company Matching contributions and Profit Sharing and Retirement contributions, and PAYSOP, and all earnings, distributed or withdrawn from the Savings Plan will be includible in your gross income at the time of distribution or withdrawal, and are subject to income tax at ordinary income rates. After-tax contributions and Roth contributions are not subject to tax upon distribution, though earnings on such amounts are subject to tax at distribution or withdrawal, at ordinary income tax rates (note that earnings on Roth contributions are not subject to tax if you are at least 59-1/2 and have maintained a Roth 401(k) account for at least five (5) years). In general, if withdrawals of less than the entire amount of your account balance are made (because, for example, you take an in-service distribution of your before-tax and after-tax contributions after age 59-1/2, a pro rata portion of each distribution will be treated as representing after-tax contributions.

With minor exceptions, distributions, or withdrawals ("distributions") from the Savings Plan will constitute "eligible rollover distributions." A participant or spouse beneficiary entitled to an eligible rollover distribution may elect to have the Savings Plan transfer the amount of the distribution directly to an IRA, another qualified plan, a Section 403(b) plan, or a Section 457 plan willing to accept the transfer. If you elect a "direct rollover," the Plan will send you a check for your account balances, made out to your IRA or your new employer's qualified plan, Section 403(b) plan, or a Section 457 plan as you direct, and you will be responsible for forwarding the check to the IRA trustee or plan administrator, as applicable. Additional information concerning "direct rollover" rights will be provided at the time of distribution.

If the participant or beneficiary declines to elect a direct rollover, the cash distribution must be included in taxable income except to the extent that, within 60 days of receipt of the distribution, the cash is rolled over into an IRA or another qualified plan. Rollovers are not generally permitted for non-spouse beneficiaries, except in the case of former spouses in connection with a qualified domestic relations order or, in the case of a non-spouse surviving beneficiary, a direct rollover to an inherited IRA.

Distributions made before age 59-1/2, unless rolled over, are generally subject to a 10% federal penalty tax in addition to any other federal and state taxes. The 10% tax does not apply to distributions made after separation from service when the separation occurs after age 55, to distributions on account of death or disability, to the net unrealized appreciation in distributed shares of Barnes Group Common Stock and in certain other cases.

In those cases where a portion of a distribution does not constitute an "eligible rollover distribution" (e.g., a hardship withdrawal), that portion is subject to elective withholding. Cash distributions that are paid to you from the Savings Plan (other than certain very small cash distributions) that constitute "eligible rollover distributions" are subject to mandatory 20% federal income tax withholding.

You can find more specific information on the tax treatment of payments from qualified retirement plans in:

- IRS Publication 575, Pension and Annuity Income
- IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)
- IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)
- IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans)

These publications are available from your local IRS office by calling 1-800-TAX-FORM or logging on to the Internal Revenue Service website at www.irs.gov.

What are the procedures for filing a claim under the Savings Plan?

Applications for benefits under the Savings Plan should be filed with the Benefits Committee by calling the Retirement Benefits Line at 1-800-835-5095 or logging on to Fidelity NetBenefits® at www.401k.com. If you believe you are being denied any rights or benefits under the Savings Plan, you (or your duly authorized representative) may file a claim in writing with the Benefits Committee at

Barnes Group Inc.
Benefits Committee
Attention: Director, Total Rewards
123 Main Street
Bristol, CT 06010

If the claim is denied, in whole or in part, the Benefits Committee, or its designee, will notify you in writing, giving the specific reasons for the decision, including specific reference to the pertinent Savings Plan provisions and a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary. The notice will also include a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim, along with a description of the Savings Plan's review procedures, including a statement of your rights under ERISA to bring a civil action if your Claim is denied upon review. The Benefits Committee, or its designee, will notify you of its decision within 90 days after it receives the claim (or within 180 days, if special circumstances exist requiring additional time, and if you have been given a written explanation for the extension within the initial 90-day period). At this time, you may request a review of the denial of the claim.

A request for review must be made in writing by you or your duly authorized representative to the Benefits Committee within 60 days after you receive the notice of denial. As part of this request, you (or your duly authorized representative) may submit written issues and comments to the Benefits Committee, review, or request (free of charge) copies of relevant documents, records, and information, and request a hearing. The Benefits Committee's decision will be made in writing within 60 days (or 120 days if a hearing is held or if other special circumstances exist requiring more than 60 days and written notice of the extension is provided to you within the initial 60-day period) after the request has been received. If your claim is again denied on review, the decision will inform you of the specific reasons for the denial and will include references to the pertinent Savings Plan provisions. The decision will also advise you of your rights to review or request (free of charge) copies of relevant documents, records and other information and your rights under ERISA to bring a civil action with respect to the denial of your claim.

A copy of the Savings Plan's complete claims and review procedures (which are incorporated herein by reference) is available free of charge from the Benefits Committee upon request.

SITUATIONS THAT COULD AFFECT PLAN BENEFITS

- The Company fully expects that this Savings Plan will continue, but reserves the right, through the Benefits Committee or other properly authorized designee, to amend, interpret, modify, withdraw, or add to any of the benefits, terms or conditions of the Savings Plan.

- The Savings Plan is administered by the Benefits Committee appointed by the Company's Board of Directors or a designated committee of such Board. The Benefits Committee may promulgate rules or regulations for the administration of the Savings Plan. The Benefits Committee shall, in its sole discretion, interpret and construe the Savings Plan's terms and provisions and determine an individual's eligibility for benefits. The decisions or actions of the Benefits Committee shall be final and binding upon all Savings Plan participants and their beneficiaries.

- The Savings Plan may be terminated at any time by the Company's Board of Directors. However, the Savings Plan is for the exclusive benefit of its participants and, therefore, money cannot go back to the Company because of the Savings Plan's termination. Upon termination of the Savings Plan, the Company will elect to either maintain the Trust created by the Savings Plan in order to make benefit payments as if the Savings Plan had not terminated, or to liquidate assets and distribute the value of your accounts to you (subject to Internal Revenue Service requirements).

- The value of your Savings Plan benefit depends on the investment performance of your accounts. The balance of your accounts is subject to both gain and loss, depending upon the investments you elect for your accounts.

- If you do not apply for benefits or do not provide the necessary claim information, no benefits can be paid, other than under the small lump sum rules.

- If you transfer to a class of employees not covered by this Savings Plan, your Savings Plan participation will cease. However, you are only entitled to a distribution under the terms of the Plan.

- If you return to employment with the Employer after December 12, 1994, and after a leave of absence for military service, you may have special rights under the Savings Plan regarding the granting of service, and the right to make up some or all of the contributions you might have been able to make to the Savings Plan if you had not been absent. For further details on this subject and how it might apply to you, contact your local Human Resources representative.

- In certain circumstances, contributions to the Savings Plan may be returned to the Employer if made on the basis of a mistake of fact or if held not to be deductible. If you terminate employment prior to becoming fully vested in all of your Accounts, you (or your beneficiary) may forfeit all or a portion of your Accounts, depending upon your Years of Service for Vesting. Please see the section entitled, "When am I vested?" for more information.

- Under a complicated set of rules and mathematical calculations, which are set out in the Savings Plan as required by the Internal Revenue Code, the Savings Plan may become a "top-heavy" plan. A top-heavy plan is generally one where a specified percentage of the assets have been allocated to "key employees." "Key employees" are generally defined by the federal law to be officers, shareholders, or highly compensated individuals. Each year, the Benefits Committee is responsible for determining whether the Savings Plan is a top-heavy plan. The Savings Plan is not top-heavy at this time and is not expected to become top-heavy. If the Savings Plan becomes top-heavy in any year, there are special rules that may be applicable relating to Employer-provided benefits. If the Savings Plan becomes top-heavy and you are affected, you will be notified.

- The Pension Benefit Guaranty Corporation, a federal agency that insures defined benefit plans, does not insure this type of plan. The government has exempted defined contribution plans from such insurance because all contributions to the Savings Plan go directly into your account.

- Generally, your account balance cannot be assigned or alienated. This means that your account balance cannot be sold, given away, or otherwise transferred. In addition, your creditors may not attach or garnish or otherwise demand payment from your account. However, a "Qualified Domestic Relations Order" ("QDRO") is an exception to this general rule. The Benefits Committee is required by law to review a domestic relations order issued by a court that obligates you to allocate a portion of your Savings Plan account balance to your spouse, former spouse, child or other dependent. If a domestic relations order is received by the Benefits Committee, the Benefits Committee shall, under the QDRO rules and procedures adopted by the Benefits Committee (which are incorporated herein by reference) determine if it is "qualified" under the law, and shall inform you upon receipt of any such order affecting you. All or a portion of your account balances may be used to satisfy the obligation.

- In the case of a participant who is a 5% owner of the Company (as defined in Section 416 of the Code), the distribution of the balances in all his Accounts must made not later than April 1st of the year following the year in which he attains 70½; and in the case of a Participant other than a 5% owner, the distribution of the balances in all his Accounts shall be made not later than the first day of April following the later of (A) the calendar year in which he attains 70½, or (B) the calendar year in which occurs his termination of employment with the Company; provided, however, that for any participant who was born after June 30, 1949, the applicable age is seventy-two (72) and not 70½; and provided further, that for any participant who attains age seventy-two (72) after December 31, 2022, and age seventy-three (73) before January 1, 2033, the applicable age is seventy-three (73); and provided further, that for any participant who attains age seventy-three (73) after December 31, 2032, the applicable age is seventy-five (75).

YOUR ERISA RIGHTS AND OTHER IMPORTANT INFORMATION

What are my rights under the Employee Retirement Income Security Act of 1974 (ERISA)?

As a participant in the Savings Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Savings Plan participants shall be entitled to the following:

(1) Upon written request to the Benefits Committee, examine, without charge, at the Benefits Committee's office, all Savings Plan documents, and copies of all documents filed by the Savings Plan with the U.S. Department of Labor, such as detailed annual reports and Savings Plan descriptions;

(2) Upon written request to the Benefits Committee, obtain copies of all Savings Plan documents and other Savings Plan information. The Benefits Committee may impose a reasonable charge for the copies;

(3) Receive a summary of the Savings Plan's annual financial report. The Benefits Committee is required by law to furnish each participant with a copy of this summary annual report;

(4) Obtain a statement telling you (a) the amounts credited to your accounts under the Savings Plan and (b) what your vested benefits would be if you stop working as of that statement date. This statement is not required to be given more than once a year. The Benefits Committee must provide the statement free of charge.

In addition to creating rights for Savings Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Savings Plan. The people who operate your Savings Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Savings Plan participants and beneficiaries. No one, including the Company, or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Benefits Committee review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Benefits Committee and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Benefits Committee to provide the materials and pay you up to $110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Benefits Committee.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Savings Plan fiduciaries misuse the Savings Plan's money, or if you are discriminated against for ascertaining your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees if you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (if it finds your claim is frivolous, for example).

If you have any question about the Savings Plan, you should contact the Benefits Committee. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration Brochure Request Line at 1-800-998-7542, on the Internet at www.dol.gov/ebsa/publications/main.html.

Other Important Plan Information

Plan Name:	Barnes Group Inc. Retirement Savings Plan
Plan Number:	012
Plan Year:	December 31 – December 30
Plan Sponsor:	Barnes Group Inc.
Plan Sponsor EIN:	06-0247840
Plan Type:	**Defined contribution plan**

Plan Administrator:

The Savings Plan is administered by the Benefits Committee of Barnes Group Inc., which is comprised of officers of the Company appointed by the Company's Board of Directors, or a designated committee thereof, to serve until the first to occur of (i) removal by the Board or (ii) a termination of employment of such officer with the Company. In general, the Benefits Committee is responsible for administering the Savings Plan and interpreting and carrying out its provisions and discretionary powers to interpret and administer the Savings Plan its decisions will generally be final and binding. The Company is assisted in its administration by Fidelity Management Trust Company, which is the record keeper for the Savings Plan. Questions relating to the administration of the Savings Plan may be directed to:

Barnes Group Inc.
123 Main Street
Bristol, CT 06010
Tel: (860) 583-7070
Attention: Director, Total Rewards

Trustee:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109
1-800-835-5095

Legal Process

The agent for service of legal process is the Plan Administrator, at the address above.

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We have made every effort to make this a clear and understandable summary. However, if there is any conflict between this Summary and the actual Savings Plan Document, or between this booklet and federal law, the Savings Plan Document or federal law, as appropriate, will control. This Summary is not intended to change or extend the provisions of the Savings Plan.