

CODE OF BUSINESS ETHICS AND CONDUCT FOR SUPPLIERS

Barnes Group Inc. (“Barnes”) started doing business in 1857, and quickly established a reputation for integrity in business transactions. It is vitally important, as we sustain and grow our business, to preserve our core values and guard our reputation in selecting where, how, and with whom we do business. The standards set forth in this Code of Business Ethics and Conduct for Suppliers (the “Supplier Code”) are the minimum standards that all Barnes suppliers and partners (collectively referred to in this Supplier Code as “Suppliers”) must meet to conduct business with Barnes and its subsidiaries. We understand that there are varied legal and cultural environments in which our Suppliers operate throughout the world. In the event that compliance with the Supplier Code would result in a violation of relevant law, we expect our Suppliers to follow those aspects of the Supplier Code that do not conflict with applicable law and to conduct their business in a manner consistent with the intent of the Supplier Code to the extent they can do so without violating such applicable law. Barnes requires its Suppliers to allow Barnes or its representatives to inspect and audit their facilities, to complete questionnaires or surveys when requested, and otherwise to cooperate with Barnes’ efforts to maintain adherence with this Supplier Code. A Supplier’s non-compliance with this Supplier Code shall give Barnes Group cause to terminate for default the relevant contract or purchase order with that Supplier.

1. CODE OF ETHICS. All Suppliers must adhere to the Barnes Code of Business Ethics and Conduct.

2. ADHERANCE TO LAWS.

a. General Compliance. All Barnes Suppliers must comply with the legal requirements and standards of their industry, the national laws and regulations of the countries in which they do business, as well as any applicable U.S. laws and regulations. Suppliers must provide required invoices and documentation to Barnes in compliance with applicable legal requirements. Suppliers shall comply with all international trade, customs, import and export requirements and restrictions and/or prohibitions with respect to trade with certain countries, regions and/or individuals.

Product Facility and Process Security. The U.S. Customs and Border Protection Agency (“CBP”) has initiated the Customs–Trade Partnership Against Terrorism (“C-TPAT”) to protect the security of cargo entering the United States without interfering with the flow of trade. Through C-TPAT, CBP asks businesses to ensure the integrity of their supply chain security practices, and to communicate certain security guidelines throughout their supply chain. Suppliers shall take all steps necessary to maintain the security of facilities where Barnes products are manufactured or where Barnes processes are exercised or maintained in accordance with the directives of Barnes Group, Inc. and consistent with the security procedures and processes recommended by CBP as part of C-TPAT. All Suppliers must comply with these guidelines when shipping to Barnes or its shipping and receiving agents in the United States.

b. Marking and Shipping. All products and/or material shall be accurately marked or labeled with the country of origin (“COO”) in compliance with applicable laws and including those of the country of manufacture (“COM”). Suppliers of finished products that are marked “Made in USA” or similar, or by virtue of their design or packaging imply that they are “Made in USA” shall comply in all respects with the U.S. Federal Trade Commission Guidelines regarding product marking. To facilitate Barnes’ compliance with the U.S. Federal Trade Commission Guidelines, Suppliers of component parts or commodities shall provide a declaration of origin in a form and detail satisfactory to Barnes.

c. Data Security: To respect privacy rights and secure the data of Barnes employees, customers, and Suppliers (collectively, “Barnes Data”), Suppliers must implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of Barnes Data to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Barnes Data, misuse of Barnes Data, or unlawful processing of Barnes Data; and to protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

3. EMPLOYMENT PROCEDURES.

a. Work Environment and Working Hours. Suppliers shall provide their employees with safe and healthy working conditions, including access to medical care, fire exits, safety equipment, and well-lit and safe workstations. Where housing is provided, such housing shall be in accordance with relevant laws and regulations. Facilities should be built and maintained in accordance with the standards set by applicable laws

and regulations and workers should be adequately trained to perform their jobs safely. Suppliers shall maintain reasonable employee work hours in compliance with local standards and applicable national laws of the countries in which Suppliers do business. Employees shall not work more hours in one week than allowable under applicable law, and shall be compensated for overtime work consistent with applicable law and, at the end of employment, shall be reimbursed return transportation costs if they have been recruited from outside the Supplier's country.

b. Fair Compensation. Suppliers shall fairly compensate their employees by providing wages and benefits which are in compliance with the national laws of the countries in which Suppliers do business. Suppliers shall fully comply with the wage and hour provisions of the U.S. Fair Labor Standards Act, if applicable, and shall use only subcontractors who comply with this law, if applicable.

c. Labor. Suppliers shall maintain employment on a voluntary basis and are not permitted to use prisoner or forced labor. Furthermore, Suppliers are not permitted to use child labor. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

d. Disciplinary Actions. Suppliers shall treat their employees with respect and dignity. Suppliers must provide a work environment free of physical punishment or abuse in any form.

e. Non-Discrimination/Human Rights. Barnes believes that all terms and conditions of employment should be based upon an individual's employment ability, not on the basis of personal characteristics or beliefs. Suppliers should not discriminate against their employees in hiring practices or any other term or condition of work on the basis of any characteristics that may be protected by applicable law, such as age, color, disability, gender, national origin or geographic background, race, religion, marital status, sexual orientation, veteran status or citizenship.

4. ENVIRONMENTAL PROCEDURES. Suppliers should provide materials and/or products to Barnes and conduct their business in a way that supports and safeguards the environment in accordance with applicable laws and regulations. Suppliers are encouraged to use recycled and non-toxic materials where possible, to purchase wood and wood products originating from Certified Well-Managed Forests™ where reasonable, and to promote the proficient and responsible use of wood and wood products.

5. PROPRIETARY INFORMATION. All Suppliers are required to keep all trade secrets, designs, data, know-how or other information confidential which the Supplier knows or should know is considered proprietary by Barnes or Barnes's customers including, but not limited to, designs, sketches or prototypes for products that have not yet been introduced, engineering drawings, the financial or business terms of any agreement between the Supplier and Barnes, information concerning Barnes sales and marketing plans, and any other information that is not freely available to the public.

6. GRATUITIES. Any payment of cash or cash equivalents (gift certificates, etc.) by a Supplier to any Barnes employee is strictly prohibited.