

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2022-07-14**
SEC Accession No. [0000009984-22-000118](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

BARNES GROUP INC

CIK:[9984](#) | IRS No.: **060247840** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: [333-266134](#) | Film No.: **221083597**
SIC: **3490** Miscellaneous fabricated metal products

Mailing Address
*123 MAIN ST
BRISTOL CT 06010*

Business Address
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BRISTOL CT 06010
8605837070*

As filed with the Securities and Exchange Commission on July 14, 2022

Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

BARNES GROUP INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

123 Main Street
Bristol, Connecticut
(Address of Principal Executive Offices)

06-0247840
(I.R.S. Employer
Identification No.)

06010
(Zip Code)

**Barnes Group Inc. Inducement Stock Option Award Summary of Grant and Inducement Stock Option Award Agreement dated
July 14, 2022**
(Full title of the plan)

Julie K. Streich
Senior Vice President, Finance and Chief Financial Officer
Barnes Group Inc.
123 Main Street
Bristol, Connecticut 06010
(Name and address of agent for service)

(860) 583-7070
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company
			Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act (as defined below).

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) is being filed for the purpose of registering 1,183,406 shares of common stock, par value \$0.01 per share, of Barnes Group Inc. (the “Registrant”) authorized for issuance pursuant to the Barnes Group Inc. Inducement Stock Option Award Summary of Grant and Inducement Stock Option Award Agreement dated July 14, 2022.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”), and the introductory note of Part I of Form S-8. The documents containing the information specified in Part I have been or will be delivered to the participants in the Plan as required by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the U.S. Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated herein by reference (other than information furnished and not filed, including under Item 2.02 or 7.01, in Current Reports on Form 8-K):

1. The Registrant’s Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 22, 2022.
2. The Registrant’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 2, 2022.
3. The Registrant’s Current Reports on Form 8-K filed with the SEC on March 10, 2022, March 15, 2022, April 8, 2022, May 10, 2022 and June 21, 2022 (other than information in such Current Reports deemed to have been furnished and not filed in accordance with the rules of the SEC).
4. The description of the Registrant’s shares of Common Stock contained in the Registrant’s registration statement on Form 10 filed with the SEC on August 21, 1963 under the Exchange Act, and any amendment or report filed with the SEC for purposes of updating such description.

All documents filed by the Registrant with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement (other than any such documents or portions thereof that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein, including any exhibits included with such Items), and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified, superseded or replaced by a statement or information contained in any other subsequently filed document that is or is deemed incorporated herein by reference. Any such statement so modified, superseded or replaced shall not be deemed, except as so modified, superseded or replaced, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Jill E. Ferguson, who is providing an opinion on the legality of the Common Stock being registered hereby, is Corporate Legal Director and Assistant Secretary of the Registrant. As an employee of the Registrant, Jill E. Ferguson has participated or is eligible to participate in employee benefit plans of the Registrant on the same basis as other similarly eligible employees. Pursuant to such plans, she owns or has other rights to acquire an aggregate of less than 1% of the outstanding shares of the Registrant's Common Stock.

Item 6. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of any statutes referred to below and the restated certificate of incorporation and the amended and restated bylaws of the Registrant. Article IV of the Registrant's Amended and Restated By-Laws states that the Registrant shall indemnify and hold harmless its directors and officers to the fullest extent permitted by the laws of the State of Delaware. The Registrant has also entered into an indemnification agreement with each of its directors and executive officers. Such agreement provides that the Registrant shall indemnify, and advance expenses, to the indemnified person to the fullest extent permitted by applicable law in effect on the date of such agreement and to such greater extent as thereafter permitted by law. The agreement is governed by Delaware law. Such rights to indemnification and expense advancement are provided when the indemnified person is, or is threatened to be made, a party to certain proceedings or is a witness in such proceedings because of his or her role as a director or officer of the Registrant. The indemnification agreement remains in effect for 10 years after the indemnified person ceases to be an officer or director of the Registrant, or until final termination of all proceedings in which he or she is protected under the agreement, whichever is later.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify any persons, including officers and directors, who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such director, officer, employee or agent acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person's conduct was unlawful. A Delaware corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses that such officer or director actually and reasonably incurred.

The indemnification permitted under the DGCL is not exclusive, and pursuant to Section 145 of the DGCL, a corporation is empowered to purchase and maintain insurance against liabilities whether or not indemnification would be permitted by statute. The directors and officers of the Registrant are covered by a policy of insurance under which they are insured, within limits and subject to certain limitations, against certain expenses in connection with the defense of actions, suits or proceedings, and certain liabilities which might be imposed as a result of such actions, suits or proceedings, in which they are parties by reason of being or having been directors or officers, including actions, suits or proceedings arising out of any actual or alleged error, misstatement, misleading statement, act or omission, or neglect or breach of duty. The Registrant is similarly insured, under such policy, with respect to certain payments it might be required to make to its directors or officers in accordance with applicable law and the provisions of the Registrant's Amended and Restated By-Laws relating to indemnification.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability (i) for any breach of a director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) for improper payment of dividends, stock purchases or redemptions of shares, or (iv) for any transaction from which the director derives an improper personal benefit. The Registrant's Restated Certificate of Incorporation includes such a provision.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description
	Restated Certificate of Incorporation of Barnes Group Inc. (incorporated by reference to Exhibit 3.1 to the
4.1	Registrant's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2013, filed with the SEC on July 30, 2013)
4.2	Amended and Restated Bylaws of Barnes Group Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed with the SEC on July 29, 2016)
4.3	Barnes Group Inc. Inducement Stock Option Award Summary of Grant and Inducement Stock Option Award Agreement dated July 14, 2022
5.1	Opinion of Jill E. Ferguson
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Jill E. Ferguson (included as Exhibit 5.1)
24.1	Powers of Attorney (included as part of the signature pages of the Registration Statement)
107	Filing Fee Table

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent,

submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8, and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bristol, and State of Connecticut, on this 14th day of July, 2022.

BARNES GROUP INC.

By: /s/ Julie K. Streich

Name: Julie K. Streich

Title: Senior Vice
President, Finance
and Chief Financial
Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints each of Thomas J. Hook and Julie K. Streich his or her true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement and any additional registration statement pursuant to Rule 462(b) under the Securities Act of 1933 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Thomas J. Hook</u> Thomas J. Hook	Director, President and Chief Executive Officer (Principal Executive Officer)	July 14, 2022
<u>/s/ Julie K. Streich</u> Julie K. Streich	Senior Vice President, Finance and Chief Financial Officer (Principal Financial Officer)	July 14, 2022
<u>/s/ Marian Acker</u> Marian Acker	Vice President, Controller (Principal Accounting Officer)	July 14, 2022
<u>/s/ Thomas O. Barnes</u> Thomas O. Barnes	Director	July 14, 2022
<u>/s/ Elijah K. Barnes</u> Elijah K. Barnes	Director	July 14, 2022
<u>/s/ Patrick J. Dempsey</u> Patrick J. Dempsey	Director and Executive Vice Chairman	July 14, 2022
<u>/s/ Jakki L. Haussler</u> Jakki L. Haussler	Director	July 14, 2022

<hr/> <i>/s/ Richard J. Hipple</i> Richard J. Hipple	Director	July 14, 2022
<hr/> <i>/s/ Daphne E. Jones</i> Daphne E. Jones	Director	July 14, 2022
<hr/> <i>/s/ Mylle H. Mangum</i> Mylle H. Mangum	Director	July 14, 2022
<hr/> <i>/s/ Hans-Peter Männer</i> Hans-Peter Männer	Director	July 14, 2022
<hr/> <i>/s/ Anthony V. Nicolosi</i> Anthony V. Nicolosi	Director	July 14, 2022
<hr/> <i>/s/ JoAnna L. Sohovich</i> JoAnna L. Sohovich	Director	July 14, 2022

Calculation of Filing Fee Table

Form S-8
(Form Type)

Barnes Group Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Aggregate Offering Price Per Share ⁽²⁾	Maximum Aggregate Offering Price ⁽²⁾	Fee Rate	Amount of registration fee ⁽²⁾
Equity	Common Stock, par value \$0.01 per share	Other	1,183,406	\$30.34	\$35,904,538.04	\$92.70 per \$1,000,000	\$3,328.35
Total Offering Amounts						—	\$3,328.35
Total Fee Offsets ⁽³⁾							—
Net Fee Due							\$3,328.35

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any additional securities that may be offered or issued pursuant to the Barnes Group Inc. Inducement Stock Option Award Summary of Grant and Inducement Stock Option Award Agreement dated July 14, 2022 to prevent dilution as a result of adjustments for stock splits, stock dividends or similar transactions.
- (2) Pursuant to Rule 457(c) and 457(h), under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are estimated solely for the purpose of calculating the amount of the registration fee and are based upon the average of the high and low prices of shares of common stock of the Registrant, par value \$0.01, as reported on the New York Stock Exchange on July 11, 2022.
- (3) The Registrant does not have any fee offsets.

BARNES GROUP INC.
INDUCEMENT STOCK OPTION AWARD
SUMMARY OF GRANT

Barnes Group Inc., a Delaware corporation (the “Company”), pursuant to the “employment inducement award” exception of Section 303A.08 of the New York Stock Exchange Listed Company Manual, hereby grants to the individual named below (“You” or “Grantee”) this Non-Qualified Stock Option (the “Grant”) to exercise by purchasing the number of shares of Common Stock set forth below (the “Shares”). The Grant is subject to this Stock Option Summary of Grant (this “Summary of Grant”) and the Inducement Stock Option Award Agreement attached as Exhibit A (the “Stock Option Agreement”), both of which are incorporated herein by reference and made part hereof. In addition, although the Grant is not made under the 2014 Barnes Group Inc. Stock and Incentive Award Plan, as may be amended from time to time (the “Plan”), the Grant will be administered in accordance with all terms and conditions of the Plan (other than Section 4 thereof), which are also incorporated herein by reference and made part hereof. Unless otherwise defined, capitalized terms used in this Summary of Grant and the Stock Option Agreement have the meanings set forth in the Plan.

Grantee: Thomas J. Hook

Grant Date: July 14, 2022

Expiration Date: July 14, 2032

Performance Period: The 5-year period beginning on July 14, 2022 and ending on July 14, 2027

1,183,406 Shares underlying the Grant.

The Grant will vest on July 14, 2027 (the “Vesting Date”), subject to both (a) Your continued service with the Company through the Vesting Date (or an earlier qualifying termination pursuant to the Stock Option Agreement) and (b) the achievement of a compound annual growth rate (“CAGR”) at the levels set forth in the table below (with linear interpolation between levels). To the extent that a portion of the Grant does not vest because the vesting criteria are not satisfied, such portion of the Grant will be forfeited for no consideration.

Number of Shares and Vesting Conditions: CAGR will be measured based on the price of a Share (determined using the volume-weighted average closing price for the 30 consecutive trading days ending on the



Vesting Date or, if the Vesting Date is not a trading day, the next subsequent trading day) relative to the Purchase Price.

<u>No. of Shares Exercisable Upon Vesting of the Grant</u>	<u>CAGR</u>
0	Less than 5%
394,074	5%
788,148	7%
1,183,406	9% or more

Purchase Price per Share: \$30.32, which is 100% of the Fair Market Value of a Share on the Grant Date (the “Purchase Price”)

Grant Acceptance:

You agree to be bound by the Plan, the Stock Option Agreement and this Summary of Grant by electronically acknowledging and accepting the Grant following the date of the Company’s electronic or other written notification to You of the Grant. You accept as binding, conclusive and final all decisions or interpretations of the Compensation and Management Development Committee of the Company’s Board of Directors (“Committee”) upon any questions You have arising under the Plan, this Summary of Grant or the Stock Option Agreement. In no event do You acquire any rights to the Grant unless You electronically accept, no later than 60 days after the Grant Date, this Summary of Grant and the attached Stock Option Agreement.

You acknowledge that the Plan prospectus is available as part of the online grant package with E*TRADE, and that paper copies of the Plan and the Plan prospectus are available upon request by contacting Stockholder Relations, 860-973-2106.

EXHIBIT A

INDUCEMENT STOCK OPTION AWARD AGREEMENT NON-QUALIFIED STOCK OPTION

Pursuant to the “employment inducement award” exception of Section 303A.08 of the New York Stock Exchange Listed Company Manual, the Compensation and Management Development Committee of the Board of Directors (the “Committee”) of Barnes Group Inc., a Delaware corporation (the “Company”), has authorized the execution of this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein will have the same meaning as provided for in the 2014 Barnes Group Inc. Stock and Incentive Award Plan (“Plan”) or Summary of Grant, as applicable.

NOW, THEREFORE, in consideration of the agreements of each, and for other good and valuable consideration, the parties agree as follows:

1. Definitions.

(a) “Cause” means (i) Your willful and continued failure to substantially perform Your duties with the Company (other than any such failure resulting from Your incapacity due to physical or mental illness) or (ii) Your willful engaging in conduct which is demonstrably and materially injurious to the Company or its Subsidiaries, monetarily or otherwise.

(b) “Change in Control” has the meaning assigned to it in the Plan.

(c) “Disability” has the meaning assigned to it in the Company’s long-term disability plan as in effect from time to time (or, if that plan is not in effect at the time in question, as it was last in effect).

(d) “Good Reason” means, after any Change in Control, any one of the following acts by the Company, or failures by the Company to act, if You notify the Company that such act or failure to act has occurred within 90 days of the initial occurrence of such act or failure to act, and if such act or failure to act is not corrected within 30 days after You so notify the Company:

(i) the assignment to You of any duties materially inconsistent with Your position as an employee of the Company, or a material adverse alteration in the nature or status of Your responsibilities from those in effect immediately prior to a Change in Control;

(ii) a reduction by the Company in Your annual base salary as in effect on the date hereof or as the same may be increased from time to time, by five percent (5%) or more or by \$20,000 or more; or

(iii) the relocation of Your principal place of employment to a location more than 50 miles from Your principal place of employment immediately prior to a Change in Control, or the Company's requiring You to be based anywhere other than such principal place of

employment (or permitted relocation thereof) except for required travel on the Company's business to an extent substantially consistent with Your present business travel obligations.

(e) “Mandatory Retirement” means Your Separation from Service due to the occurrence of the Mandatory Retirement Date. For the avoidance of doubt, if the Retirement Policy is modified to remove the Mandatory Retirement Date, Your voluntary Separation from Service will not be considered a Mandatory Retirement.

(f) “Mandatory Retirement Date” means the mandatory retirement date (if any) specified in the Retirement Policy as in effect upon Your Separation from Service.

(g) “Retirement Policy” means the Barnes Group Inc. Executive Retirement Policy.

(h) “Separation from Service” means a “separation from service with the employer” within the meaning of Treasury Regulation Section 1.409A-1(h), where the “employer” means the Company and all corporations and trades or businesses with which the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code (as determined in accordance with the first sentence of Treasury Regulation Section 1.409A-1(h)(3)).

2. Exercise. Except as provided below, the Grant will vest on the Vesting Date specified on page 1 of the Stock Option Summary of Grant but only if You have been actively and continuously employed with the Company from the Grant Date to the Vesting Date and subject to the satisfaction of the performance goals set forth on pages 1 and 2 of the Stock Option Summary of Grant. To the extent vested, You may exercise the Options under this Grant, in whole or in part, at the time or times as permitted by the Plan and this Grant Agreement if the Options have not otherwise expired, been forfeited or terminated.

3. Termination of Grant. The Grant will terminate on the Expiration Date unless it terminates earlier under one of the following conditions:

(a) Involuntary Termination for Cause. If You have an involuntary Separation from Service initiated by the Company for Cause **before** the Vesting Date, then the Grant will be forfeited automatically for no consideration as of the date of such Separation from Service. If You have an involuntary Separation from Service initiated by the Company for Cause **after** the Vesting Date, then any unexercised vested portion of the Grant will be forfeited automatically for no consideration as of the date of such Separation from Service.

(b) Involuntary Termination Not for Cause; Death; or Disability. If You have a Separation from Service initiated by the Company without Cause or on account of Your death or Disability **before** the Vesting Date, then the Grant will fully vest (with the performance contingencies for earning 100% of the Shares subject to the Grant deemed to have been achieved) as of the date of such Separation from Service, and the Grant will be exercisable for one year after such Separation from Service. If You have a Separation from Service initiated by the Company without Cause or on account of Your death or Disability **after** the Vesting Date, any unexercised vested portion of the Grant will remain exercisable for one year after such Separation from Service.

(c) Voluntary Termination. If You initiate a Separation from Service **before** the Vesting Date that is not on account of Your death or Disability, then the Grant will be forfeited automatically for no consideration as of the date of such Separation from Service. If You initiate a Separation from Service **after** the Vesting Date that is not on account of Your death or Disability (and not at a time when the Company has grounds to initiate Your Separation from Service for Cause), then any unexercised vested portion of the Grant will remain exercisable for 60 days after such Separation from Service.

(d) Mandatory Retirement. If You have a Separation from Service on account of Your Mandatory Retirement **before** the Vesting Date, then the Grant will fully vest (with the performance contingencies for earning 100% of the Shares subject to the Grant deemed to have been achieved) as of the date of such Separation from Service, and the Grant will remain exercisable until the Expiration Date. If You have a Separation from Service on account of Your Mandatory Retirement **after** the Vesting Date, any unexercised vested portion of the Grant will remain exercisable until the Expiration Date.

(e) Change in Control.

(i) In the event of a Change in Control **before** the Vesting Date, the performance contingencies for earning 100% of the Shares subject to the Grant will be deemed to have been achieved as of the Change in Control; provided that, if the Grant remains outstanding following the Change in Control or is assumed and replaced with a comparable Option by the surviving corporation (or a parent or subsidiary of the surviving corporation), then the Grant will be subject only to service-based vesting through the Vesting Date. If You have a Separation from Service initiated by the Company without Cause or due to Your voluntary Separation from Service for Good Reason within two years after the date of the Change in Control, then the Grant will fully vest as of the date of such Separation from Service, and the Grant will remain exercisable for two years after such Separation from Service.

(ii) In the event of a Change in Control **after** the Vesting Date, if the Grant remains outstanding following the Change in Control or is assumed and replaced with a comparable Option by the surviving corporation (or a parent or subsidiary of the surviving corporation), if You have a Separation from Service initiated by the Company without Cause or due to Your voluntary Separation from Service for Good Reason within two years after the date of the Change in Control, then the Grant will remain exercisable for two years after such Separation from Service.

(f) Miscellaneous. Notwithstanding any other provision of this Agreement, no portion of the Grant may be exercised after the Expiration Date. In no event will the number of Shares purchasable upon the vesting of the Grant exceed 100% of the Shares subject to the Grant. If the vesting schedule would produce fractional Shares, the number of Shares for which the Grant becomes exercisable will be rounded down to the nearest whole Share. Any accelerated vesting in connection with Your Separation from Service or exercise period beyond 60 days following Your Separation from Service shall be contingent upon Your execution of a release of claims in a form provided by the Company.

(g) Acceptance. By electronically accepting this Grant, You irrevocably consent to any forfeiture of the Option required or authorized by this Agreement

4. Method of Exercising Grant. The Grant may be exercised in whole or in part by delivery of notice to the stock plan administrator of the Company (the “Administrator”), in a form satisfactory to the Administrator, specifying the number of shares which will be purchased and the date on which the shares will be purchased (the “Purchase Date”). The notice must be accompanied by full payment for the shares to be purchased. If You elect to pay the Purchase Price in whole or in part with proceeds generated by the sale of stock acquired under the Grant through a broker under a cashless exercise arrangement referred to in Section 7(b)(iii) of the Plan, that part of the Purchase Price to be paid with proceeds of such sale may be paid pursuant to the arrangement approved by the Committee for this purpose. In addition, payment for shares being purchased pursuant to the Grant may be made in whole or in part with shares of Common Stock owned by You, by either actual delivery of shares or by attestation. The value of the shares will be their Fair Market Value on the Purchase Date. Stock certificates representing any shares actually being delivered as payment must be delivered to the Administrator on the Purchase Date. In connection with the exercise of the Grant, the Common Stock to be issued will be credited to a brokerage account established by the Company in Your name (or, in the event of Your death, in the name of Your Beneficiary).

5. Code Section 409A. The Grant is intended to qualify as an option that “does not provide for a deferral of compensation” within the meaning of Treasury Regulation Section 1.409A-1(b)(5)(i)(A). The Grant and this Agreement will be administered, interpreted and construed to carry out that intention, and any provision of this Agreement that cannot be so administered, interpreted and construed will to that extent be disregarded. However, the Company does not represent, warrant or guarantee that the Grant does not provide for such a deferral of compensation, nor does the Company make any other representation, warranty or guaranty to You as to the tax consequences of the Grant or this Agreement.

6. Your Commitments; Recoupment.

(a) If You, at any time before the Grant terminates: (i) directly or indirectly, whether as an owner, partner, shareholder, consultant, agent, employee, investor or in any other capacity, accept employment by, render services for or otherwise assist any other business which competes with the business conducted by the Company or any of its Subsidiaries in which You worked during Your last two years with the Company or any of its Subsidiaries; or (ii) directly or indirectly, hire or solicit or arrange for the hiring or solicitation of any employee of the Company or any of its Subsidiaries, or encourage any such employee to leave such employment; or (iii) use, disclose, misappropriate or transfer confidential or proprietary information concerning the Company or any of its Subsidiaries (except as required by Your work responsibilities with the Company or any of its Subsidiaries); or (iv) are convicted of a crime against the Company or any of its Subsidiaries; or (v) engage in any activity in violation of the policies of the Company or any of its Subsidiaries, including without limitation the Company’s Code of Business Ethics and Conduct, or, at any time, engage in conduct adverse to the best interests of the Company or any of its Subsidiaries; then should any of the foregoing events occur, the Grant will be canceled, unless the Committee, in its sole discretion, elects not to cancel such Grant. The obligations in this Section are in addition to any other agreements related to non-competition, non-solicitation and preservation of Company confidential and proprietary information entered into between You and the Company, and nothing herein is intended to waive, modify, alter or amend the terms of any such other agreement.

(b) You agree that You will be subject to any compensation, clawback and recoupment policies that may be applicable to You, as in effect from time to time and as approved by the Board or the Committee, whether or not approved before or after the Grant Date.

7. Restrictions on Grant. In no event may (a) You sell, exchange, transfer, assign, pledge, hypothecate, mortgage or dispose of the Grant or any interest therein, nor (b) the Grant or any interest therein be subject to anticipation, attachment, garnishment, levy, encumbrance or charge of any nature, voluntary or involuntary, by operation of law or otherwise and any attempt to do so, whether voluntary or involuntary, will be null and void and no other party will obtain any rights to or interest in the Grant. You may designate a Beneficiary to receive the Grant in the event of Your death in accordance with Section 2(c) of the Plan. Any Beneficiary will receive the Grant subject to all of the terms, conditions and restrictions set forth in this Agreement, including but not limited to the forfeiture provisions set forth in this Agreement.

8. Taxes and Withholding. The Committee may cause to be made, as a condition precedent to any payment or transfer of stock hereunder, appropriate arrangements for the withholding of any Federal, state or local taxes. If applicable, the Company will have the right, in its discretion, to deduct from any shares to be issued pursuant to this Agreement, cash and/or shares, valued at Fair Market Value on the date of payment, in an amount necessary to satisfy all Federal, state and local taxes required by law to be withheld with respect to such Dividend Equivalents, cash and/or shares. You may be required to pay to the Company, prior to delivery of certificates representing such shares and prior to such shares being credited to a book entry account in Your name, the amount of any such taxes. The Company will accept whole shares of Common Stock of equivalent Fair Market Value in payment of the Company's minimum statutory withholding tax obligations if You elect to make payment in shares.

9. Compliance with Law. The Company will make reasonable efforts to comply with all applicable federal and state securities laws. However, no shares or other securities will be issued pursuant to this Agreement if their issuance would result in a violation of any such law. If at any time the Committee determines, in its discretion, that the listing, registration or qualification of any shares subject to this Grant upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of this Grant or the issue of shares hereunder, no rights under the Grant may be exercised and shares of Common Stock may not be issued pursuant to the Grant, in whole or in part, unless such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Committee and any delay will in no way affect the dates of vesting or forfeiture of the Grant.

10. Amendments; Integrated Agreement. This Agreement may only be amended in a writing signed by You and an officer of the Company duly authorized to do so. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings with respect to such subject

matter, and the parties have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

11. Relation to Plan; Interpretation. The Grant and this Agreement are each subject to the terms and conditions of the Plan, which is incorporated in this Agreement by reference. In the event of any inconsistent provisions between this Agreement and the Plan, the provisions of the Plan control. References to Sections are to Sections of this Agreement unless otherwise noted. The titles to Sections of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any Section.

12. Notices. Any notice hereunder by You will be given to the Senior Vice President, Human Resources and the Corporate Secretary in writing and such notice and any payment by You will be deemed duly given or made only upon receipt by the Corporate Secretary at Barnes Group Inc., 123 Main Street, Bristol, Connecticut 06010, U.S.A., or at such other address as the Company may designate by notice to You. Any notice to You will be in writing and will be deemed duly given if delivered to You in person or mailed or otherwise delivered to You at such address as You may have on file with the Company from time to time.

13. Interpretation and Disputes. This Agreement will be interpreted and construed, and all determinations will be made, by the Committee, and any such interpretation, construction or determination will be final, binding and conclusive on the Company and You. In the event there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

Any claim, demand or controversy arising from such interpretation, construction or determination by the Committee will be submitted first to a mediator in accordance with the rules of the American Arbitration Association (“AAA”) by submitting a mediation request to the Administrator within 30 days of the date of the Committee’s interpretation or construction. The mediation process will conclude upon the earlier of: (a) the resolution of the dispute; or (b) a determination by either the mediator or one or more of the parties that all settlement possibilities have been exhausted and there is no possibility of resolution; or (c) 30 days have passed since the filing of a request to mediate with the AAA. A party who has previously submitted a dispute to mediation, and which dispute has not been resolved, may submit such dispute to binding arbitration pursuant to the rules of the AAA. Any arbitration proceeding for such dispute must be initiated within 14 days from the date that the mediation process has concluded. The prevailing party will recover its costs and reasonable attorney’s fees incurred in such arbitration proceeding. You and the Company specifically understand and agree that the failure of a party to timely initiate a proceeding hereunder will bar the party from any relief or other proceeding and any such dispute will be deemed to have been finally and completely resolved. All mediation and arbitration proceedings will be conducted in Bristol, Connecticut or such other location as the Company may determine and You agree that no objection will be made to such jurisdiction or venue, as a forum non conveniens or otherwise. The arbitrator’s authority will be limited to resolution of the legal disputes between the parties and the arbitrator will not have authority to modify or amend this Agreement or the Committee’s interpretation or construction thereof, or abridge or enlarge rights available under applicable law. Any court with jurisdiction over the parties may enforce any award made hereunder.

14. General.

(a) Nothing in this Agreement confers upon You any right to continue in the employ or other service of the Company or any Subsidiary, or limit in any manner the right of the Company, its stockholders or any Subsidiary to terminate Your employment or adjust Your compensation.

(b) You have no rights as a stockholder with respect to any shares that may be issued pursuant to this Agreement until the date of issuance to You of a stock certificate for such shares or the date of a credit for such shares in a brokerage account in Your name.

(c) This Agreement is binding upon the successors and assigns of the Company and upon Your Beneficiary, estate, legal representatives, legatees and heirs.

(d) This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

* * *

EXHIBIT 5.1



Jill E. Ferguson Corporate Legal
Director and Assistant Secretary,
Barnes Group Inc.

123 MAIN STREET
BRISTOL, CT 06010-6307

T: 860.973.2162
F: 860.585.5396
jferguson@bginc.com

July 14, 2022

Barnes Group Inc.
123 Main Street
Bristol, Connecticut 06010

Re: Barnes Group Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

In my capacity as Corporate Legal Director and Assistant Secretary for Barnes Group Inc., a Delaware corporation (the “Company”), I have examined the Registration Statement on Form S-8 (the “Registration Statement”), in the form as proposed to be filed by the Company with the Securities and Exchange Commission under the provisions of the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration by the Company of an aggregate of 1,183,406 shares of common stock, par value \$0.01 per share (the “Shares”), issuable pursuant to the Barnes Group Inc. Inducement Stock Option Award Summary of Grant and Inducement Stock Option Award Agreement dated July 14, 2022 (the “Award Agreement”). In connection with this matter, I have examined such records, documents and proceedings as I have deemed relevant and necessary as a basis for the opinions expressed herein.

As to factual matters, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified, photostatic or facsimile copies, and the authenticity of the originals of such documents.

I assume that the appropriate action will be taken, prior to the offer and issuance of the Shares in accordance with the Award Agreement, to register and qualify the Shares for issuance under all applicable state securities or “blue sky” laws.

It is understood that this opinion is to be used only in connection with the issuance of the Shares while the Registration Statement is in effect.

Based upon the foregoing, I am of the opinion that the Shares have been duly authorized for issuance and, when issued and delivered in accordance with the terms and conditions of the Award Agreement, will be validly issued, fully paid and nonassessable.

My opinion is limited to matters governed by the federal laws of the United States of America and the General Corporation Law of the State of Delaware. I am not admitted to the practice of law in the State of Delaware. My opinion is as of the date hereof, and I am under no

obligation to advise you of any change in applicable law or any other matters that may come to my attention after the date hereof that may affect my opinion expressed herein.

I hereby consent to the filing of this opinion with the Securities and Exchange Commission as an Exhibit to the Registration Statement. In giving such consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Yours very truly,

/s/ Jill E. Ferguson

Jill E. Ferguson
Corporate Legal
Director and
Assistant Secretary
Barnes Group Inc.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Barnes Group Inc. of our report dated February 22, 2022 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Barnes Group Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ PricewaterhouseCoopers LLP
Hartford, Connecticut
July 14, 2022