

 **DELTA**
Flight Products**Supplier Code of Conduct**

Table of Contents

Section	Subject	Pages
A	Legal Compliance	3
B	Labor and Human Rights	4
C	Health and Safety	4
D	Environment	4
E	Supplier Diversity	5
F	Information Security and Data Privacy	5
G	Protection of Intellectual Property	5
H	Accuracy of Reporting	5
I	Inside Information	5-6
J	Use of DFP's Facilities	6
K	Roles	6
L	Site visits and Contacting DFP Employees	6
M	Unsolicited Bidding	6
N	Contracts and Purchase Orders	6-7
O	Supplier–Furnished Gifts, Meals, and Entertainment	7-8
P	Conflict of Interest	8
Q	Duty to Report Violations; Non-Retaliation Policy	9
R	Supplier Value Creation	9
S	Supplier Performance Program	9

Delta Flight Products' Supplier Code of Conduct

Delta Flight Products, LLC. ("DFP") is committed to upholding the highest standards of safety, quality, customer service, ethical conduct, legal/regulatory compliance and environmental protection. Not only are our employees held to these standards, but Delta Flight Products has established this *Supplier Code of Conduct* to establish our expectations of behavior for suppliers that we do business with.

We will only conduct business with companies that share this commitment. A failure by any supplier to follow these standards can result in actions by DFP up to and including termination of a contract, disclosure of violations to the appropriate authorities and/or pursuit of other legal remedies.

Please review this document carefully and ensure that your company's employees and representatives who may deal with DFP are informed of these standards. Suppliers must notify DFP when they find themselves in violation of this *Supplier Code of Conduct* and DFP may audit Suppliers or inspect their facilities to ensure compliance.

Please note that all of the requirements in your contract(s) and orders with DFP continue to apply, and that nothing in this document may be read as excusing performance from any contractual requirement. This guide is only a summary of some of the requirements for dealing with DFP and does not cover all of the legal and ethical standards that may apply to a supplier's dealings with us. Any questions regarding legal matters should be discussed with your company's legal counsel.

A. Legal Compliance

DFP is committed to lawful and ethical conduct in all of our endeavors. When conducting business we expect all DFP employees and suppliers to act in accordance with this commitment, including in jurisdictions outside the United States. All suppliers are required to comply with all applicable domestic and international laws and regulations.

- **Antitrust and Fair Competition:** Suppliers must comply with all applicable antitrust and competition laws. They may not participate in any agreement with competitors, whether explicit or tacit, to fix prices, allocate markets, limit capacity, or undermine the integrity of any competitive bidding process.
- **Boycotts:** Suppliers must not participate in international boycotts that are not sanctioned by the United States government.
- **Compliance with Anti-Corruption and Anti-Bribery Laws:** Suppliers will not offer bribes or kickbacks to any DFP employee, to a public official or to any third party on DFP's behalf. Suppliers must comply with the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, and anti-bribery and anti-corruption laws and regulations in countries where they do business. Suppliers may not promise, offer or give money or anything of value to another person while having reason to believe that all, or a portion, of the money or item of value may be offered, given, or promised, directly or indirectly, to a foreign official for the purpose of influencing any act or decision of that foreign official related to DFP. In addition, suppliers must accurately and clearly record and document any payments to public officials in all documents provided to DFP, including invoices, as well as in the supplier's books and records.

B. Labor and Human Rights

DFP is committed to fostering human rights and supporting the communities we live in and we encourage our suppliers to join our efforts in condemning all forms of human trafficking and sexual exploitation including child prostitution and child pornography. Additionally, DFP requires that our suppliers:

- not use child labor or forced labor
- comply with all applicable minimum wage laws and maximum hours laws
- not participate in human trafficking or sexual exploitation
- respect the right of freedom of association

C. Health and Safety

Suppliers must provide and maintain a safe and healthy work environment and perform services in a manner that complies with all laws and regulations. Additionally, hostility, harassment, discrimination, unwelcome sexual advances and other unprofessional conduct are not tolerated.

For the safety of all personnel, bringing explosives, incendiary devices and deadly or dangerous weapons of any kind onto DFP or Delta Air Lines, Inc. property or aircraft, for any purpose, is prohibited. Violence or threats of violence are also prohibited. All supplier employees need to know and follow DFP's work rules, including prohibitions on:

- unsafe work practices
- possession or use of illegal substances, alcohol and other intoxicants while on DFP's premises or while conducting business for DFP
- misuse of legal drugs, or other substances including prescription medications and supplements

DFP reserves the right to review supplier's worker injury performance data, such as OSHA's worker safety metrics.

D. Environment

DFP is committed to doing more for the environment than simply complying with legal requirements. Compliance with laws is the foundation of our environmental commitment, but DFP is aiming higher. We want our company to be known for environmental excellence and we expect our suppliers to share this commitment. We encourage our suppliers to consistently look for new and better ways to conserve resources, reduce the impact of products in use, and reduce manufacturing waste. We expect suppliers to:

- Meet legal and regulatory requirements (at a minimum)
- Act in an environmentally responsible way as defined by best practices
- Use non-hazardous materials where feasible
- Minimize the impact of waste materials on the environment through effective controls and recycling
- Prevent pollution and/or establish pollution mitigation programs
- Reduce greenhouse gas emissions wherever feasible
- Conduct environmental compliance audits to ensure adherence to regulations
- Use natural resources efficiently

Where appropriate, we encourage suppliers to seek product certifications as a means to validate and communicate their sustainable practices.

E. Supplier Diversity

DFP is committed to the development and utilization of small, minority and women-owned businesses. It is our policy to ensure that these businesses have an opportunity to compete for our contracts. We pride ourselves on selecting and maintaining a diverse team of qualified suppliers who are dedicated to achieving excellence and believe that our suppliers should also make every attempt to utilize diverse businesses and upon request shall provide information regarding their use of small, minority and woman-owned suppliers.

F. Information Security and Data Privacy

DFP defines information security as the protection of information assets and the management of risks to those assets. DFP's management strongly supports a robust and active information security program for its business worldwide and expects our suppliers to have information security and privacy programs in place to ensure the confidentiality, integrity, and availability of the information necessary to achieve long-term business success and to maintain the security and privacy of all employees, partners and customers.

G. Protection of Intellectual Property

DFP's intellectual property includes our proprietary and confidential information, any material subject to copyright, our innovations and patentable inventions, trade secrets, and its trade and service marks including the DFP or Delta Air Lines Inc. name and logo. Suppliers may not use any of DFP's intellectual property except as expressly provided in a supplier's contract. Permission to use the DFP or Delta Air Lines, Inc. name, or to list DFP or Delta Air Lines on any customer list, or to use the supplier's relationship with the same for any purpose including promotional purposes, requires the prior written consent of the President of Delta Flight Products, LLC.

H. Accuracy of Reporting

It is imperative that DFP's suppliers provide applicable requested data accurately and promptly, as this is critical to our operation, customer service, legal compliance, financial results, and accurate reporting. Examples of supplier-reported information that we may request includes (but is not limited to) the following:

- Lead times
- Quality specifications
- Service and shipping data
- Prices and invoices
- Productivity volume (capacity)
- Types of products/services
- Audit-related disclosures
- Repair requirements and measurements
- Expense reporting
- Information regarding any possible misconduct or risk to safety

I. Inside Information

Federal laws protect the investing public by making it illegal for those with "inside information" to use that information in buying or selling related securities. This important rule can apply to employees of Delta Air Lines and/or DFP, their families, and to suppliers who deal with Delta and/or DFP.

If a supplier has knowledge of any Delta Air Lines material information that is non-public, this is inside information that must be kept confidential and can not be used to buy or sell Delta Air Lines securities.

J. Use of DFP's Facilities

Suppliers are not permitted to use any DFP property or facilities (to include telecommunications, computer and other technology assets) for any purpose other than for providing services under their contract to DFP.

K. Roles

DFP Supply Chain Management (in tandem with DFP's business units) is responsible for identifying, building and maintaining supplier relationships, which includes a commitment by DFP to work together for the mutual benefit of both parties. Supply Chain Management is responsible for developing DFP's supply chain strategy, managing the supplier selection process, leading supplier negotiations, facilitating corporate supplier relationships, executing supplier contracts and tracking/managing supplier performance. DFP business units and Supply Chain Management are jointly responsible for identifying business needs and opportunities, managing the working-level supplier relationships, and improving working interfaces and performance.

Supply Chain Management should be contacted in the event a supplier or potential supplier is approached by any DFP employee outside the Supply Chain Management organization regarding negotiations for pricing or any other contract related items.

Any attempted undue influence on the business unit or Supply Chain Management personnel by a supplier is unacceptable; this behavior will lead to adverse implications up to and including contract or order termination.

L. Site Visits and Contacting DFP Employees

DFP requires that suppliers contact the Supply Chain Management department regarding all site visits, contract related activities and commercial discussions as this allows Supply Chain Management to properly facilitate arrangements between the suppliers and their stakeholders within DFP. DFP's suppliers may contact their customers within DFP on matters concerning the operations of the day-to-day business, however, Supply Chain Management should be included on any meetings regarding these matters.

M. Unsolicited Bidding

DFP welcomes all proposals from suppliers that will aid us in becoming more competitive. However, DFP will not tolerate attempts to circumvent our established contracting procedures through unsolicited bidding during a formal Request for Proposals or Quotes (RFP/RFQ) process. Suppliers will be notified when a bidding opportunity arises, during which invited suppliers must adhere to the proposal process outlined to them. Please note that submitting unsolicited proposals that violate DFP's RFP/RFQ rules may disqualify the supplier from obtaining future business with DFP.

N. Contracts and Purchase Orders

DFP's suppliers must have proper documentation prior to providing any service or product to DFP since this is the only way the supplier and DFP can agree, in advance, on the terms of service. Suppliers must first obtain a purchase order, contract, or some other written documentation prior to providing DFP with any products or services. In addition, only written changes are acceptable when amending purchase orders, contracts or any other document that requests a product or service of a supplier.

Suppliers should note that members of DFP's Supply Chain Management department are the only authorized agents of the company for executing contracts or orders for purchased goods and services with

suppliers. Contracts signed by DFP employees outside of the Supply Chain Management organization may be refused by DFP and may be declared immediately null and void at any time, at DFP's discretion.

O. Supplier Furnished Gifts, Meals, and Entertainment

DFP recognizes that the management of business transactions may include entertainment such as dinners and social events. However these types of events, if abused, can damage our reputation, harm our business, and could even break the law. To help avoid these adverse consequences, Suppliers are required to know and follow DFP's policy on gifts, meals, and entertainment. Suppliers should be aware that, in many ways, DFP's policy on receiving gifts, meals, and entertainment goes beyond what the law requires. Employees in DFP's Supply Chain Management function are also subject to special restrictions, in keeping with our desire to maintain the integrity of our procurement processes.

From time to time, DFP employees are allowed to receive a gift, meal or entertainment from a current or potential business partner, but employees are required to use good judgment and avoid situations in which a gift might diminish – or appear to diminish – their objectivity.

Gifts

- Employees may accept gifts under \$25 in most cases unless the gift violates the conditions set out below.
- Employees may not accept gifts above \$25. If declining the gift is culturally insensitive or impractical, employees are required to donate the gift to a DFP-sponsored charity.
- Corporate gifts to commemorate major achievements between DFP and a supplier may be accepted, provided they are not offered during a bid or negotiation and are approved by DFP's Vice President, Supply Chain Management. Upon an employee's departure from DFP, such corporate gifts will be retained by DFP.

Ordinary Business Meals and Entertainment

- Employees may accept occasional business meals for valid business purposes.
- Employees may accept occasional ordinary entertainment such as rounds of golf, non-playoff sporting events, and theater or event tickets.
- Employees may accept invitations to events where multiple vendors or customers are involved, such as a trade show, educational conference, sporting event or charitable golf tournament, but supervisor approval is required, and the supplier may not pay for our employees to attend (employees must expense the cost to DFP).

Premium Gifts, Entertainment, or Travel

DFP employees may not accept premium gifts, entertainment, or travel unless there is a compelling business reason to do so. DFP employees must respectfully decline tickets to playoff sporting events, championships or major tournaments, including events such as the Olympics, Super Bowl, the Masters, World Cup, Academy Awards or Grammy Awards. Similarly, DFP employees must decline to attend meetings in premium or resort locations and meetings where non-business activities are a significant and expensive component of the trip. If there is a compelling business reason for a DFP employee to attend or accept premium gifts or entertainment, the employee must obtain approval from a DFP Vice President prior to acceptance, and the supplier may not pay for the DFP employee to attend. Employees must pay for their travel to and attendance at these events and expense the cost to DFP.

Reporting

Supply Chain Management personnel are required to report all gifts or entertainment having a value greater than \$25. The Supply Chain Management department reviews these reports regularly for compliance with our policies.

Overarching Conditions

Regardless of the value of any gift, meal or entertainment, DFP employees may **not**:

- Accept any gift or entertainment that would be illegal or result in any violation of law.
- Accept any gift of cash or cash equivalents (such as gift cards, gift certificates, loans, stock, or stock options).
- Accept anything as part of an agreement to do something in return for the gift.
- Accept a gift or entertainment while in active bid or negotiation process.
- Accept any gift or entertainment where it could cause or give the appearance of causing DFP to receive any favor in return for the gift or entertainment.
- Participate in any entertainment with a supplier that is unsavory, sexually oriented, or otherwise violates DFP's commitment to dignity and mutual respect.
- Participate in any activity that they know would cause the person giving the gift or entertainment to violate his or her own employer's standards.
- Solicit gifts or entertainment from a supplier.

P. Conflicts of Interest

Even the appearance of a conflict of interest can be damaging to DFP or our suppliers so DFP employees, representatives and suppliers have to avoid any activities that could appear to create such conflicts. DFP's suppliers must promptly disclose to DFP all information regarding financial and personal relationships or arrangements the supplier, its representatives/employees/their close relatives have with any DFP employees/representatives/their close relatives if those relationships or arrangements could appear to influence the outcome of a negotiation or purchasing decision or otherwise violate DFP standards.

Unless otherwise approved by DFP's Vice President — Supply Chain Management, if a former DFP or Delta employee in **Supply Chain Management** works for a supplier, whether as an employee or agent, the supplier must wait two years following that individual's departure from DFP before allowing the former employee to have any responsibility in connection with DFP's business with the supplier. This limit helps avoid any appearance of favoritism and misuse of DFP and/or Delta information.

Unless otherwise approved by the DFP's President, for one year following separation of employment from DFP for any reason, a person formerly employed by DFP at the **Director** level or above in a department other than Supply Chain Management, may not on a vendor's behalf, in connection with a vendor's business or potential business with DFP, engage with DFP personnel in any communications, meetings, RFPs, or negotiations, or direct others to do so.

This policy is in addition to DFP policies, severance and other enforceable agreements, and applicable laws that prohibit former employees from disclosing DFP proprietary and confidential information to vendors or using that information to benefit a vendor for any reason.

Q. Duty to Report Violations; Non-Retaliation Policy

Suppliers are required to report promptly to DFP any violations of these standards committed by their own employees or representatives, or by any employee or representative of DFP. These reports may be made through the supplier's normal purchasing contact, or through DFP's *Ethics and Compliance HelpLine* at 1-855-867-7895 within the U.S. and Canada or online at www.dfphelpline.com. Reports can be made anonymously where allowed under local law. DFP prohibits any form of retaliation against anyone who, in good faith, reports suspected misconduct. A supplier's disclosure to DFP of misconduct by the supplier's employee(s) does not guarantee that the misconduct will not adversely impact DFP's continued relationship with that supplier however DFP will generally view such a disclosure as evidence of the supplier's good faith intent to follow DFP's rules for supplier relationships. Suppliers are expected to cooperate fully in any investigation of potential misconduct.

R. Supplier Value Creation

Our expectations are that suppliers strive to reduce cost and waste from their products and services such that DFP realizes year over year improvements. We will work together with our suppliers to create new and innovative ways to improve quality and performance while reducing costs.

S. Supplier Performance Program

Suppliers may be required to participate in DFP's Supplier Performance Program, which is a combination of a supplier scorecard and regularly-scheduled business reviews. The scorecard, a collaborative effort between DFP stakeholders and suppliers, measures several aspects of performance such as service level, on-time delivery product lead-time, unit cost, operational impact, responsiveness, and quality. The frequency of business reviews is determined by the nature of the product or service provided by the supplier as well as the supplier's performance level on the scorecard. Suppliers are expected to meet and exceed minimum standards set on the scorecard.