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As filed with the Securities and Exchange Commission on June 28, 2006

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 20-F

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2005

Commission file number 0-30020

DELTA GALIL INDUSTRIES LTD.  
(Exact name of Registrant as specified in its charter)

ISRAEL  
(Jurisdiction of incorporation or organization)

2 Kaufman Street, Tel Aviv 68012, Israel  
(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

None  
-----  
(Title of each class)

Securities registered or to be registered pursuant to Section 12(g) of the Act:

Ordinary Shares (1)  
-----  
(Title of Class)

American Depositary Shares (2)  
-----  
(Title of Class)

- 
- (1) Not for trading, but only in connection with the listing of the American Depositary Shares.
  - (2) Evidenced by American Depositary Receipts, each American Depositary Share representing one ordinary share, par value NIS 1.00 per share.

Securities for which there is a reporting obligation pursuant to  
Section 15(d) of the Act:

None  
-----  
(Title of class)

Indicate the number of outstanding shares of each of the issuer's  
classes of capital or common stock at the close of the period covered by the  
annual report:

As of December 31, 2005 the Registrant had 19,947,849 ordinary shares  
outstanding (including 1,206,802 ordinary shares owned by the Registrant and  
45,882 ordinary shares held by a trustee in connection with the Registrant's  
stock option plans).

Indicate by check mark if the registrant is a well-known seasoned  
issuer, as defined in Rule 405 of the Securities Act.

Yes [ ] No [X]

If this report is an annual or transition report, indicate by check  
mark if the registrant is not required to file reports pursuant to Section 13 or  
15(d) of the Securities Exchange Act 1934.

Yes [ ] No [X]

Indicate by check mark whether the Registrant (1) has filed all reports  
required to be filed by Section 13 or 15(d) of the Securities Exchange Act of  
1934 during the preceding 12 months (or for such shorter

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period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark which financial statement item the Registrant elected to follow:

Item 17 ☐ Item 18 ☒

If this is annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer ☐ Accelerated Filer ☐ Non-Accelerated Filer ☒

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INTRODUCTION

As used herein, references to "we," "our," "us," "Delta Galil" or the "Company" are references to Delta Galil Industries Ltd. and to its consolidated subsidiaries, except as the context otherwise requires. In addition, references to our "financial statements" are to our consolidated financial statements except as the context otherwise requires.

In this document, references to "\$," "US\$," "U.S. dollars" and "dollars" are to United States dollars and references to "NIS" and "shekels" are to New Israeli Shekels.

Our financial statements included in this annual report are prepared in accordance with U.S. GAAP, and the accompanying discussion of the results of our operations is based on our results under U.S. GAAP. See "Item 18. Financial Statements" and "Item 5. Operating and Financial Review and Prospects -- Operating Results".

Delta Galil had 19,947,849 ordinary shares outstanding as of June 26, 2006, including shares held by Delta Galil itself and shares held by a trustee in connection with Delta Galil's stock option plans. Percentages of outstanding shares used herein are based on 18,695,165 ordinary shares outstanding as of June 12 , 2006, which excludes 1,206,802 ordinary shares held by Delta Galil, and 45,882 ordinary shares held by a trustee in connection with Delta Galil's stock option plans.

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PART I

ITEM 1: IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not Applicable.

ITEM 2: OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3: KEY INFORMATION

3A. Selected Financial Data

The selected consolidated statement of income data set forth below have been derived from Delta Galil's audited consolidated financial statements, which were prepared in accordance with U.S. GAAP. The selected consolidated financial data set forth below should be read in conjunction with "Item 5. Operating and Financial Review and Prospects" and Delta Galil's consolidated financial statements and the notes to those financial statements included in Item 18 of this annual report.

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	Year ended December 31,				
	2001	2002	2003	2004	2005
	(\$ in thousands, except per share data)				
<S>	<C>	<C>	<C>	<C>	<C>
Statement of Income Data:					
Net revenues .....	\$ 558,763	\$ 567,298	\$ 580,130	\$ 654,269	\$ 684,481
Cost of revenues .....	453,036	454,238	463,863	533,036	582,799
Gross profit .....	105,727	113,060	116,267	121,233	101,682
Selling, marketing, general administrative expenses .....	80,562	84,135	82,089	98,646	107,008
Amortization of intangible assets .....					779
Gain (loss) on sale of assets .....	(553)	(92)	3,645	922	(77)
Impairment of fixed assets .....					7,415
Restructuring expenses .....	900	1,065	1,007	1,100	9,102
Goodwill impairment (2001-amortization) .....	1,505				5,505
Operating income (loss) .....	22,207	27,768	36,816	22,409	(28,204)
Financial expenses - net .....	4,751	5,456	5,637	6,231	10,218
Other income - net .....	463	960	252	958	300
Income (loss) before taxes on income .....	17,919	23,272	31,431	17,136	(38,122)
Income tax benefit (expense) .....	(5,876)	(5,779)	(7,340)	(2,846)	2,302
Income (loss) after taxes on income .....	12,043	17,493	24,091	14,290	(35,820)
Share in profits (losses) of associated companies - net .....	110	158	(300)	(237)	(27)
Minority interests - net .....	(729)	(1,025)	(439)	(1,368)	(500)
Net income (loss) .....	\$ 11,424	\$ 16,626	\$ 23,352	\$ 12,685	\$ (36,347)
EPS					
Basic .....	\$ 0.60	\$ 0.88	\$ 1.28	\$ 0.69	\$ (1.94)
Diluted .....	\$ 0.60	\$ 0.88	\$ 1.24	\$ 0.67	\$ (1.94)
Weighted average number of shares used in computation(1)					
Basic .....	19,175	18,914	18,313	18,478	18,695
Diluted .....	19,199	18,927	18,763	18,834	18,695
Cash dividend per ordinary shares (2) .....	\$ 0.30	\$ 0.37	\$ 0.52	\$ 0.45	-,-

- (1) See note 12g of the notes to Delta Galil's consolidated financial statements included in Item 18 of this annual report for a discussion of the shares used to compute net income per share for the years ended December 31, 2003, 2004 and 2005.
- (2) Until 2001, dividends were declared and paid in NIS and such amounts have been translated into U.S. dollars here as a convenience. Beginning in 2002, dividends, if any, are declared and paid in dollars or in NIS, based on the applicable exchange rate.

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	Year ended December 31,				
	2001	2002	2003	2004	2005
	(\$ in thousands)				
<S>	<C>	<C>	<C>	<C>	<C>
Balance Sheet Data:					
Cash and cash equivalents ....	\$ 12,762	\$ 14,491	\$ 17,699	\$ 22,150	\$ 14,595
Working capital (1) .....	74,020	67,945	56,612	127,382	80,949
Total assets .....	424,965	441,058	450,884	534,497	476,573
Shareholders' equity .....	198,189	197,829	212,334	221,081	184,314
Amount of Share Capital .....	21,792	21,792	21,830	21,840	21,840

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(1) Working capital is computed as a result of the total current assets less the current liabilities.

### 3B. Capitalization and Indebtedness -

Not applicable.

### 3C. Risk Factors

The following factors, in addition to other information contained in this annual report, should be considered carefully.

This annual report includes certain statements that are intended to be, and are hereby identified as, "forward-looking statements" for the purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. We have based these forward-looking statements on our current expectations and projections about future events. These forward-looking statements are subject to risks, uncertainties, and assumptions about Delta Galil, including, among other things:

- o our anticipated growth strategies;
- o our intention to introduce new products;
- o increased competition, especially from the Far East;
- o anticipated trends in our business;
- o future expenditures for capital projects; and
- o our ability to continue to control costs and maintain quality.

Forward-looking statements can be identified by the use of forward-looking terminology such as "may," "will," "expect," "anticipate," "estimate," "continue" or other similar words. These statements discuss future expectations, contain projections of results of operations or of financial condition or state other "forward-looking" information. When considering such forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this annual report.

These statements may be found in Item 4: "Information on the Company" and Item 5: "Operating and Financial Review and Prospects" and in this annual report generally. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including all the risks discussed in "Risk Factors" and elsewhere in this annual report.

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this annual report might not occur.

Recent changes in World Trade Organization quotas could put pressure on apparel prices.

Effective January 1, 2005, the World Trade Organization's 148 member nations lifted some of the quotas on apparel and textiles. As a result, some of the textiles and textile apparel manufactured in a member nation will no longer be subject to quota restrictions. This will allow retailers, apparel firms and others to

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import unlimited quantities of apparel and textile items from China, India and other low-cost countries. As a result, prices of textiles and apparel, including our products, have faced downward pressure and may continue to decline. If prices decline faster than we are able to cut costs, our business and results of operations could be affected adversely.

Most of Delta Galil's sales are to a few significant customers. Any reduction of purchases by any significant customer could materially adversely affect Delta Galil's revenues.

A majority of Delta Galil's revenues is from sales to three customers. In 2005, 24% of Delta Galil's revenues were from sales to Marks and Spencer, Delta Galil's largest customer. Sales to Wal-Mart reached 22% of revenues and sales to Target reached 10% of revenues. Delta Galil's contracts with its customers, including Wal-Mart and Marks & Spencer, are short-term and do not contain minimum purchase requirements. It is possible that, in the future, Delta Galil's customers will not purchase Delta Galil's products in the same volumes or on the same terms as in the past. Any reduction of purchases by Wal-Mart, Marks & Spencer or other key customers could adversely affect Delta Galil.

Delta Galil has benefited from its shift of labor-intensive production to lower labor cost countries. A rise in wage levels in those countries could adversely affect Delta Galil's financial results.

Delta Galil owns production facilities and outsources production in countries that have low labor costs. In 2005, Delta Galil produced goods in Jordan, Egypt, Turkey, Honduras, Eastern Europe and the Far East that accounted for approximately 81% of Delta Galil's revenues. Historically, Delta Galil's operating results have benefited from this shift of labor-intensive production to lower labor cost countries, and Delta Galil intends to increase its production in low labor cost countries. Delta Galil's financial results could be harmed if wage levels increased dramatically in the countries in which Delta Galil produces. In addition, there can be no assurance that we will be able to shift additional production to lower labor cost countries.

A deterioration in Israel's relationship with neighboring countries in which Delta Galil has production facilities could interrupt Delta Galil's production and harm its financial results.

Products produced in Egypt, Jordan and Turkey accounted for 33% of our 2005 revenues. Delta Galil's operations in these countries depend largely on their relationship with the State of Israel. In the past, there have been hostilities between Israel and Jordan and Egypt. In addition, since October 2000, there has been an increase in hostilities between Israel and the Palestinians. As a result, several Arab states reduced the level of relations with the State of Israel, principally regarding economic and commercial activities. A deterioration in Israel's relations with Jordan or Egypt could interrupt Delta Galil's foreign production operations and would adversely affect Delta Galil.

Due to seasonal fluctuations, Delta Galil's operating results in any quarter may not be representative of future performance.

Delta Galil has experienced fluctuations in its annual and quarterly operating results, and may continue to experience these fluctuations in the future. Delta Galil's revenues have fluctuated in certain years due to seasonal purchasing by consumers. Revenues in the last two quarters of certain years exceeded revenues in the first two quarters due to back-to-school and holiday purchases. Because of these fluctuations, Delta Galil's operating results in any quarter may not be representative of its future performance. These fluctuations may make it difficult for investors to properly evaluate Delta Galil's prospects.

Delta Galil's international operations expose it to the risk of fluctuations in currency exchange rates that could harm its operating results.

Although Delta Galil is an Israeli company, its functional currency is the U.S. dollar. Delta Galil has operations and sales in many countries that are not denominated in dollars, and is therefore exposed to fluctuations in the rate of exchange between the dollar and those currencies. In 2005, Delta Galil derived 25% of its revenues from customers in Pounds Sterling, 8% in NIS, and 8% in Euros. More than 10% of Delta Galil's expenses in 2005 were in NIS.

Some of Delta Galil's expenses in Israel are linked to the Israeli consumer price index. Consequently, Delta Galil is exposed to risk to the extent that the rate of Israeli inflation exceeds the rate of the NIS devaluation in relation to the U.S. dollar and to the extent that the timing of such devaluation lags



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behind inflation in Israel, resulting in a negative effect on Delta Galil's profitability in dollar terms in those periods.

In order to limit Delta Galil's exposure to fluctuations in the exchange rate between the U.S. dollar and other currencies, Delta Galil from time to time purchases forward contracts for the exchange of foreign currencies into dollars at a fixed rate. Nevertheless, these hedging transactions will not protect Delta Galil if the decline in those currencies against the dollar continues for longer than the term of the forward contracts. See Item 11: "Quantitative and Qualitative Disclosure - About Market Risk".

Integration of recent acquisitions with Delta Galil requires substantial managerial resources, and Delta Galil may be unable to achieve integration successfully.

In December 2004, Delta Galil acquired Burlen Corporation, and in November 2003 Delta Galil completed the acquisition of Auburn Hosiery Mills and its subsidiaries. We are working towards integration of the facilities and personnel of these acquired companies. The integration diverts substantial attention of our senior management team from Delta Galil's daily operations, places significant pressure on our staff and other resources and poses financial, operational and legal risks. The integration may be impeded by general economic conditions, failure to integrate financial and operating systems, adverse response of competitors or clients, or regulatory developments. Any failure to complete the integration successfully could adversely affect Delta Galil.

The apparel industry is subject to changes in fashion preferences. If Delta Galil and its customers misjudge a fashion trend, sales could decline.

Delta Galil's success depends, in part, on its ability to design and manufacture products that will appeal to consumers' changing fashion preferences. Delta Galil may not be successful in anticipating and responding to fashion trends in the future. If Delta Galil and its customers misjudge a fashion trend, the customer's orders may decline, which could adversely affect Delta Galil.

Delta Galil may be unable to compete with other manufacturers that have financial, geographic and other advantages.

Delta Galil competes directly with numerous manufacturers of apparel, which enjoy better economies of scale and/or lower effective labor costs, are closer geographically to customers and/or suppliers, and enjoy greater financial and marketing resources than Delta Galil. Increased competition could result in pricing pressure or loss of market share and adversely affect Delta Galil's revenues and profitability. There can be no assurance that Delta Galil will be able to compete successfully against existing or new competitors.

If private label customers produce their own products and contract directly with manufacturers such as Delta Galil, our sales could decline.

Recently, some large retailers have attempted to bypass private label underwear manufacturers and to contract directly with factories to produce their own products. This trend is most likely to occur in the more basic, mass-market products, in which design is less of a factor. If this trend continues and grows, it could have an adverse effect on Delta Galil's sales in those categories.

If Delta Galil's customers are unable to successfully compete in their markets, Delta Galil's revenues could decline.

Delta Galil's customers operate in an intensely competitive retail environment. In the event that any of its customers' sales decline for any reason, whether or not related to Delta Galil or its products, Delta Galil's sales to such customers could also decline.

GMM Capital and Dov Lautman own over 50% of Delta Galil's outstanding shares, and together can control Delta Galil's management.

GMM Capital beneficially owns 5,323,793 ordinary shares, representing 28.5% of the outstanding ordinary shares of Delta Galil. Mr. Dov Lautman the CEO and the Chairman of the Board of Directors of Delta Galil, beneficially owns 4,644,993 ordinary shares, representing approximately 24.8% of the ordinary shares outstanding. Mr. Lautman and the companies that he controls have a shareholders' agreement with

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GMM Capital that requires each party to vote the shares it beneficially owns to elect directors designated by GMM Capital to compose 30% of the board of directors, other than independent directors, and to elect Mr. Lautman's designees for the remainder of the board, other than independent directors. In addition, the agreement provides that the appointment of a new Chief Executive Officer requires the consent of GMM Capital, and the consent of both GMM Capital and the companies controlled by Mr. Lautman is required for a number of major decisions, as described in "Item 7 -- Major Shareholders And Related Party Transactions - Shareholders Agreements." Mr. Lautman and GMM Capital have also given one another the first opportunity to buy any shares the other party wishes to sell. Mr. Lautman and GMM Capital together have the power to elect all of the directors other than independent directors, appoint management and approve actions requiring the approval of a majority of Delta Galil's shareholders.

Dov Lautman, Delta Galil's Chairman and CEO, founder and principal shareholder, has significantly contributed to its success. If Dov Lautman were to leave, Delta Galil could be adversely affected.

Dov Lautman, the Chairman and CEO of the Board of Directors, a founder and principal shareholder of Delta Galil, has made significant contributions to its growth. Delta Galil does not have an employment agreement with Mr. Lautman. Should Mr. Lautman discontinue his service, Delta Galil's business may be adversely affected.

Delta Galil has no control over fluctuations in the cost of the raw materials it uses or the cost of freight. A rise in costs could harm Delta Galil's profitability.

The primary raw materials used by Delta Galil in the manufacture of its products are cotton yarn, Lycra(R) and elastics. Delta Galil's financial performance is dependent to a substantial extent on the cost and availability of these raw materials. The price of these raw materials, as well as freight costs, fluctuate due to varying supply and demand and other market factors over which Delta Galil has no control. Delta Galil may not be able to transfer the increased costs due to a rise in prices of raw materials to its customers. This would likely adversely affect Delta Galil's profitability and financial condition.

Because Delta Galil operates internationally, it is exposed to changes in foreign regulations, tariffs, tax laws and other risks inherent to international business, any of which could affect Delta Galil's operating results.

Delta Galil's international purchases, sales and production expose it to risks inherent in doing business in international markets such as:

- o adverse changes in foreign regulations, export restrictions, tariffs, trade barriers and tax rules;

- o difficulty in staffing and managing international operations;

and

- o changes in social, political and economic conditions.

Any of these factors could adversely affect Delta Galil's ability to deliver or receive goods on a competitive and timely basis and its results of operations.

Delta Galil has no established dividend policy and cannot assure the amount or frequency of future dividends.

Delta Galil does not have an established dividend policy. Delta Galil distributed cash dividends to shareholders from time to time in the past and may do so in the future. However, Delta Galil cannot assure the amount, frequency or any distribution of future dividends. Delta Galil's board of directors will determine future dividends, in light of several factors including Delta Galil's earnings, financial condition and capital requirements. In addition, under Israeli law, Delta Galil may pay dividends only out of accumulated earnings or out of net earnings for the two years preceding the distribution of the dividends.

A revival of hostilities involving Israel could adversely affect Delta Galil's international trade and operations.

Delta Galil is incorporated under the laws of the State of Israel, where it also maintains its headquarters and a significant part of its manufacturing facilities. Political, economic and military conditions

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in Israel directly influence Delta Galil. Since the establishment of the State of Israel in 1948, Israel and its Arab neighbors have engaged in a number of armed conflicts. A state of hostility, varying in degree and intensity, has led to security and economic problems for Israel. Despite progress towards peace between Israel, its Arab neighbors and the Palestinians, major hostilities may revive. Such hostilities may hinder Israel's international trade and lead to economic downturn. This, in turn, could have a material adverse effect on Delta Galil's operations and business.

Generally, male adult citizens and permanent residents of Israel are obligated to perform military reserve duty annually. Additionally, these residents may be called to active duty at any time under emergency circumstances. The full impact on Delta Galil's workforce or business if some of Delta Galil's officers and employees are called upon to perform military service is difficult to predict.

Delta Galil benefits from Israeli government programs that could be reduced or eliminated, increasing Delta Galil's costs.

Many of Delta Galil's existing production facilities in Israel were entitled to Israeli government grants and tax benefits. Delta Galil received grants totaling \$1.1 million in 2003 and 2004 under these programs. Delta Galil did not receive any grants in 2005. The grant levels have been reduced in the past by the Israeli government and there can be no assurance that the Israeli government will not further reduce these investment grants. See Item 10: "Additional Information - Israeli Taxation."

Due to existing losses for tax purposes, Delta Galil has not used any of the tax benefits to which it is entitled under these government programs since 1999, except with respect to accelerated depreciation on real-estate property. The remaining tax benefits may be available for use in future years. See Item 10: "Additional Information - Israeli Taxation."

The termination or reduction of these Israeli government programs, particularly benefits available to Delta Galil as a result of the "Approved Enterprise" status of its existing facilities, would increase Delta Galil's costs of acquiring machinery and equipment for its production facilities, which could have an adverse effect on Delta Galil.

In order to maintain eligibility for these grants and tax benefits, Delta Galil must continue to meet various conditions, such as investment in fixed assets and operations in specified zones. If Delta Galil fails to meet these conditions in the future, it could be required to forego tax benefits and to refund grants already received, in whole or in part, with interest, linked to the consumer price index in Israel. To secure its obligations, Delta Galil gave the Israeli government a security interest over all its assets in Israel.

Delta Galil benefits from producing in countries that have free trade agreements with countries where its customers are located. A loss of those free trade advantages would eliminate an important competitive advantage.

Delta Galil benefits from Israel's free trade agreements with the United States, Canada, the European Union and the European Free Trade Association. The trade agreements permit Delta Galil to sell its Israeli manufactured products to the United States, Canada, and the member countries of the European Union and the European Free Trade Association free of customs duties and import quotas. The United States has extended the benefits of the Israel- United States Free Trade Area Agreement to goods processed in the area of Jordan in which Delta Galil has its facilities. Due to a free trade agreement between the European Union, the United States and Egypt, Delta Galil's products manufactured in Egypt can enter the EU countries and into the United States, free of duties and quotes, as well. A loss of those free trade advantages would eliminate an important competitive advantage.

You may not be able to enforce civil liabilities in the United States against Delta Galil's officers and most of its directors.

Most of Delta Galil's officers and directors reside outside the United States. Service of process upon them may be difficult to effect within the United States. Furthermore, because the majority of Delta Galil's assets are located outside the United States, any judgment obtained in the United States against Delta Galil or any of its directors and officers may not be collectible within the United States.

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ITEM 4: INFORMATION ON THE COMPANY

4.A History and Development of the Company

Delta Galil Industries Ltd. was incorporated in Israel in 1975 and operates as a public company with liability limited by shares under the Israeli Companies Law, 1999. Our registered offices are located at 2 Kaufman Street, Tel-Aviv 68012, Israel and our telephone number is (972) 3-519-3636. Delta Galil's ordinary shares have been listed on the Tel Aviv Stock Exchange since 1982. In 1999 the trading of Delta Galil's ADSs commenced on the Nasdaq National Market. Delta Galil, with its consolidated subsidiaries, is a global manufacturer and marketer of quality private label ladies' intimate apparel, men's underwear, socks, shirts, babywear, bras, leisurewear and nightwear, knitted fabrics, dyeing, trimmings and elastic ribbons. Delta Galil sells its products to leading retailers, including:

- o Marks & Spencer (U.K.)      o Victoria's Secret (U.S.)      o Kmart (U.S.)
- o Wal-Mart (U.S.)              o Hema (Holland)              o Mervyn's (U.S.)
- o Target (U.S.)                o JC Penney (U.S.)

and to marketers of leading brand names, including:

- o Calvin Klein (U.S.)      o Nike      o Hugo Boss (Germany)      o Pierre Cardin

Delta Galil also sells its products under brand names which are licensed to Delta Galil, such as Wilson(R), Barbie(R), Maidenform(R), Nicole Miller(R), Levi's Signature(R) (socks, ladies intimate apparel and men's underwear in Europe) and in addition under the Delta brand name (in Israel).

Delta Galil's ability to provide its customers with a comprehensive package of services has enabled it to develop and maintain strong long-term relationships with its customers. These services include:

- o product line planning and design;
- o manufacture of high quality knitted apparel using automated manufacturing processes; and
- o marketing, packaging and distribution of finished products tailored to the requirements of the customers in Europe and the United States.

Delta Galil designs and develops its products primarily in the United States, England and Israel. Most of Delta Galil's products are manufactured in lower labor cost countries, such as Egypt and Turkey as well as countries in the Far East.

Capital Expenditures

The following table shows Delta Galil's fixed assets purchases in thousands US dollars for the last three years on a cash flow basis, broken down by regions. These capital expenditures were financed from Delta Galil's operating cash flow.

	Year Ended December 31		
	2003	2004	2005
Israel .....	\$ 5,909	\$ 6,602	\$ 3,424
China .....			3,665
Egypt .....	3,927	3,253	3,100
North America .....	525	851	2,233
United Kingdom .....	754	314	209
Eastern Europe .....	3,246	1,112	109
Jordan .....	396	914	38
Others .....	168	438	256
	\$ 14,925	\$ 13,484	\$ 13,034
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#### 4.B Business Overview

##### Competitive Strengths

The apparel market is highly competitive and fragmented. Delta Galil's products compete with the products of other manufacturers located throughout the world.

Competition in the apparel market is generally based on price, quality and customer service. Delta Galil believes that it has a relative advantage over its competitors for the following reasons:

- o High quality innovative product lines. Delta Galil produces a broad selection of fashionably designed product lines using high quality knitted materials and attractive packaging. In 1998, Delta Galil introduced seamless intimate apparel, known as "seam-free" products. These products are produced using techniques that minimize labor-intensive production functions. In 2005 Delta introduced the next generation cotton "Real Cool Cotton" (RCC). RCC uses a nano-technology process along with special treatment to increase the absorption capacity of the fabric, simultaneously transferring moisture to the surface enabling swift evaporation.
- o Long-term relationships with leading retailers and brand name marketers. Delta Galil has developed long-term relationships with its customers, many of whom control significant market shares in their respective countries. Although Delta Galil's customer contracts are generally short-term and do not contain minimum purchase requirements, Delta Galil has enjoyed relationships of more than five years with most of its major customers. Delta Galil and its in-house design teams and technology experts work closely with customers to provide a comprehensive package of services, including design, development, manufacturing and marketing of new product lines.
- o Effective management of manufacturing and logistics. Delta Galil maintains an advanced infrastructure of computerized acquisition, production, inventory control, dispatching, shipping and billing functions. These systems have enabled Delta Galil to effectively manage its geographically dispersed operations. As a result, Delta Galil is able to shift labor-intensive production functions to lower labor cost countries while maintaining the high levels of quality and timely delivery standards that its customers require.
- o Unique free trade status. Israel has free trade agreements with each of the United States, Canada, the European Union and the European Free Trade Association. Delta Galil's operations in Jordan and Egypt also benefit from advantageous trade agreements.

##### Strategy

The key elements of Delta Galil's strategy are to:

- o Enhance sales to existing large customers. Delta Galil seeks to increase sales of existing products and to introduce new product categories to existing customers. Delta Galil believes its broad product offerings, emphasis on customer service and proven reliability provide a competitive advantage as retailers consolidate purchases from a smaller number of suppliers. Delta Galil intends to continue capitalizing on this trend by expanding the scope of its existing customer relationships.
- o Develop relationships with selected new customers. Delta Galil is developing relationships with new customers who require high quality products to sell under their private labels or brands, are capable of ordering in significant volumes, demonstrate substantial growth potential and require Delta Galil's high level of service. Recent customer additions include Puma(R), Polo(R), Levi's(R) and Carrefour(R) (Europe), Ann Taylor(R) and Nicole Miller(R) (North America).
- o Continuously improve its manufacturing efficiency. Delta Galil continuously seeks to increase manufacturing efficiencies by (1) moving labor intensive functions to lower cost countries, (2) further automating its operations and (3) introducing new technologies.
- o Pursue strategic acquisitions. In 2003, Delta Galil acquired Auburn Hosiery Mills and in 2004 Delta acquired Burlen Corporation. Delta Galil may pursue additional strategic acquisitions of businesses that would complement its product lines and customer relationships.

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- o Branding. The market positioning of brands is becoming more and more prominent. Behind each such brand there is a message, which brings the consumer, an emotional attachment to the product. Delta Galil, traditionally a private label manufacturer, began licensing leading brand names in the last few years for use in socks and men's and ladies' underwear. These brands include, Levi's(R) Signature, for socks, men's and ladies underwear for the European market; Nicole Miller(R) worldwide; Wilson(R) and Converse(R) for socks and men's and ladies' underwear for the European and North American market; Barbie(R) for girls' sleepwear in the United States and Maidenform(R) for girls' bras in the United States. Delta handles all aspects of production from the initial processes to finished products and inventory management. Delta Galil is looking for additional brands to license.

#### Recent Acquisitions

##### Acquisition of Burlen

In December 2004, Delta Galil acquired Burlen Corp., a leading private label manufacturer of ladies intimate apparel. Burlen's customers are mass and mid-market retailers. Burlen has been supplying Wal-Mart, its largest customer, for nearly 40 years. Burlen's design, merchandising and marketing teams are located in New York and its logistics, operations and distribution facilities are located in Tifton, Georgia. Burlen manufactures primarily through subcontractors in the Far East and the Caribbean.

Delta paid Burlen's selling shareholders \$48.2 million in cash and \$2.2 million in ordinary shares comprised of 215,684 ordinary shares valued at \$10.43 per share transferred from Delta's treasury shares. In addition, Delta paid \$8.2 million of Burlen's bank debt. Delta Galil also accrued \$1.0 million in other cost related to the transaction, which were paid in 2005.

During 2005, Delta Galil made a \$1.3 million additional payment to the selling shareholders with respect to additional costs incurred by the Company as it was agreed in the purchase agreement. This payment was recorded as additional goodwill.

In addition, under the agreement Delta Galil was required to pay additional amounts of up to \$15 million in the aggregate to the selling shareholders, subject to achieving certain revenues and operating profit targets over a period of three years, from 2005 to 2007.

In February 2006, the parties signed an amendment to the stock purchase agreement based on which the additional amounts which could be paid to the selling shareholders was increased to \$18 million but would be subject to achieving adjusted targets over a period of six years, from 2006 to 2011. In March 2006, a payment of \$1.3 million was made to the selling shareholders as an advance on these additional amounts.

##### Acquisition of Auburn

In November 2003, Delta Galil acquired, the socks business of Kellwood Company. Operating under the name Auburn Hosiery Mills, the business includes operations in both the United States and Europe.

Auburn manufactures, markets and sells branded sport socks under exclusive licenses to brand names of Wilson(R) and Converse(R) in the United States and Europe and Coca-Cola(R) in Europe. Auburn sources in the United States, Mexico and the Far East and sells in North America and Europe. Wal-Mart is Auburn's main customer in the United States.

This acquisition is a favorable addition to Delta's socks business by adding well-known brand names to the existing lines, penetrating into the US mass market in the socks category and increasing Delta's marketing capabilities in the United States and Europe.

In 2003, Delta paid \$10.8 million in cash to Kellwood and recorded liabilities in respect of restructuring costs in the amount of \$6.2 million. During 2004 Delta Galil finalized the restructuring plan and actual liabilities in respect of restructuring costs were \$1.9 million less than originally anticipated. As a result, goodwill, which was originally estimated at \$1.4 million, was reduced to zero, and the value of the property, plant and equipment was reduced by \$0.5 million.

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Products

Delta Galil works closely with its customers to design and manufacture high quality knitwear. Delta Galil produces a variety of products using cotton and man-made fibers, which are generally sold at all price levels.

The following table outlines representative products in each of Delta Galil's product categories, key customers/brands and the percentage of total revenues that each product category represented during 2003, 2004 and 2005.

<TABLE>  
<CAPTION>

Product Category	Key Products	Key Customers/Brands	% of Revenues Year ended December 31,		
			2003	2004	2005
<S>	<C>	<C>	<C>	<C>	<C>
Ladies' Intimate Apparel	Fashion and basic panties and bras Women's nightwear Girl's nightwear	Marks & Spencer Wal-Mart Target JC Penney Victoria's Secret	61%	54%	61%
Socks	Men's, women's and children's leisure, dress and sport socks	Marks & Spencer Nike Wal-Mart Hema	16%	23%	20%
Men's Underwear	Briefs Boxer shorts Mini-briefs Undershirts Men's nightwear	Calvin Klein Hema Hugo Boss Marks & Spencer	10%	13%	11%
Babywear	Fashion and classic items, focusing on newborns	Marks & Spencer	7%	4%	3%
Leisurewear	T-shirts Polo shirts Sweatshirts Leisure clothes	Marks & Spencer	3%	4%	3%
Others	Fabrics, elastic tapes and other operations		3%	2%	2%
			----- 100% =====	----- 100% =====	----- 100% =====

</TABLE>

- o Ladies' Intimate Apparel: Delta Galil's intimate apparel items include both fashion and basic underwear, as well as bras. Delta Galil has introduced machinery to produce seam-free panties, tops and control underwear. Delta Galil has been shifting its product mix to increase its focus on these products. The increase in this category as a percentage of total revenues in 2005 is mainly due to the acquisition of Burlen, which all of the revenues of which are made in this category.
- o Socks: Delta Galil manufactures men's, women's and children's socks in the leisure, dress and sports categories. Among the varieties of socks that Delta Galil manufactures are socks with popular cartoon and other characters that Delta Galil licenses. The decrease in this category in 2005 is mainly due to erosion in selling prices, especially to Marks & Spencer, and the decrease in sales in North America due to our decision to cease our activity in Canada.

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- o Men's Underwear: Delta Galil manufactures men's fashion and basic underwear for customers that include marketers of fashion brands and department store private labels.
- o Babywear: Babywear includes fashion and classic daywear and sleepsuits in a wide variety of styles and fabrics, with a focus on newborns. Delta Galil products in this category are sold at medium to high retail prices.
- o Leisurewear: Delta Galil manufactures basic and fashion leisurewear in a wide variety of styles and fabrics. The products range from T-shirts, polo shirts, sweatshirts and jogging suits to leisure and fashionable blouson jackets that are sold at medium to high retail prices.

#### Customers

Delta Galil maintains long-term relationships with its customers, many of whom control significant market shares in their respective countries. Delta Galil premises its marketing strategy on its ability to offer customers a package of services, including product planning and design tailored to the customers' needs, high-tech quality manufacturing, distribution and logistics setup and computer-linked accounts.

Delta Galil has strong in-house creative teams of designers and technology experts, consisting of fashion designers, textile designers, yarn experts, knitting experts and dyeing and finishing experts. Delta Galil's design specialists remain constantly apprised of technological innovations in textile equipment and the state of the art in yarns, fabrics and accessories worldwide. Delta Galil's presence in both the United States and Europe also enables its design personnel to offer significant sales and marketing advice in both markets. Although Delta Galil's products are sold predominantly under the private labels and brands of its customers, Delta Galil's design specialists collaborate closely with its customers to design and develop products. The design teams prepare presentations for customers, including analysis of previous season successes and failures, and, with the customer's participation, develop the concept, product, packaging and product specifications, tailored to the customer's specific needs. Delta Galil believes that the comprehensive nature of the services it offers is a major factor in the strength of its relationship with its customers.

#### The North American Market

Recognizing the North American market's size and diversification, Delta Galil has targeted this market as its major strategic market for growth and profitability. Through internal growth and a series of acquisitions, Delta Galil has been successful in rapidly increasing its presence in the North American market. Sales to North America grew from \$47.3 million (which represented 16% of total sales) in 1998 to \$401.1 million (which represented 59% of total sales) in 2005. Our five largest customers in North America, Wal-Mart(R), Target(R), Victoria's Secret(R), JC Penney(R) and Calvin Klein(R), represented approximately 78% of our 2005 sales in North America. The increase in 2005 sales in North American is due to the acquisition of Burlen which sells all of its products in North America. Excluding Burlen, sales in North America decreased by 11% compared to 2004.

#### Marks & Spencer Relationship

Delta Galil is one of Marks & Spencer's five largest suppliers and has been doing business with Marks & Spencer for more than 20 years. Marks & Spencer sells all of its products under its own brand name and is one of the leading retailers of men's underwear, women's underwear and men's socks in the United Kingdom. Delta Galil is a diversified supplier to Marks & Spencer, selling to over 14 different departments of the chain. Each department is independently managed, has autonomy in procurement decisions, and establishes its own product standards and supply requirements.

Delta Galil's sales to Marks & Spencer grew from \$1 million in 1981 to \$49 million in 1990, to \$92 million in 1995 and to \$161 million in 2005, representing 24% of Delta Galil's revenues in 2005. In 2005 sales to Marks & Spencer decreased by 15% compared to 2004 mainly due to erosion in selling prices in all categories, which was partly offset by an increase of 5% in units.

#### Israeli Market

Delta Galil believes that it is among the market leaders in Israel for men's underwear, ladies' intimate apparel and socks, with \$49.0 million of sales in 2005. These sales include products Delta Galil manufactures, as well as goods it imports into Israel or purchases from other Israeli suppliers. Of Delta



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Galil's sales in Israel, 42% were made through retail department stores and supermarkets, and 58% were made through Delta Galil's Delta Plus chain stores. As of December 31, 2005 Delta Plus had 83 stores.

#### Seasonality

Delta Galil's revenues fluctuate due to seasonal purchasing by consumers. Revenues in the last two quarters of certain years exceeded revenues in the first two quarters due to back-to-school and holiday purchases.

#### Manufacturing

##### Manufacturing Process

Delta Galil's manufacturing techniques enable it to provide its customers with a wide array of consistently high quality products customized to their individual needs at competitive prices. The production process includes the following steps:

- o Raw Material Procurement: The raw materials Delta Galil requires include, primarily, cotton yarns, blends of cotton and synthetic yarns (such as cotton-spandex, cotton-Lycra(R) and cotton-viscose) and other accessories such as elastic tapes, laces and other textile components. Delta Galil purchases its raw materials from several international and domestic suppliers and historically has not experienced any difficulty in obtaining raw materials to meet production requirements. The price of these raw materials fluctuates due to varying supply and demand and other market factors over which Delta Galil has no control. Delta Galil purchases its raw materials only against actual orders, except for basic cotton yarn. As a result, Delta Galil can effectively manage its raw material inventory. Typically, Delta Galil does not maintain inventory of raw materials for a period of more than eight weeks. From time to time, when market conditions are favorable, Delta Galil enters into contracts with various suppliers of basic cotton yarn for delivery over a period of three to six months.
- o Knitting: Delta Galil produces the knitted fabric required for the underwear and other garments it manufactures in Israel and in Egypt. Delta Galil produces various types of fabric. Delta Galil operates approximately 160 automatic knitting machines, with a total production capacity of approximately 580-600 tons of fabric per month depending on the type of fabric produced. During 2005, Delta Galil produced approximately 390 tons of fabric per month, approximately 96% of which Delta Galil used and the remainder was sold to third parties. Delta Galil does not have any long-term supply obligations and is able to adjust its capacity for its own use when necessary. Delta Galil outsources from various suppliers the rest of the knitted fabric it requires.  
  
Delta Galil operates approximately 2,000 knitting machines for the production of socks, including machines owned by sub-contractors, with a total production capacity of approximately 12 million pairs per month.
- o Dyeing and Finishing: Delta Galil has its own dyeing plant in Israel for fabrics and products. The dyeing plant is principally engaged in supplying Delta Galil's own requirements. Delta Galil outsources the dyeing and finishing for production in Egypt. Delta Galil's ability to control the dyeing and finishing of its products and accumulated expertise in this area are key elements in its ability to provide quality products to its customers.
- o Cutting: Delta Galil uses computerized, automatic cutting equipment, which minimizes fabric waste.
- o Sewing: Cut fabrics are sewn to complete the product, including the addition of accessories such as elastic waist and leg bands and labels. Delta Galil is currently operating at its sewing capacity, which is, on an average basis, approximately 7 million units per month (depending on the type of product). Delta Galil operates its sewing plants, in Jordan, Egypt and the Far East. Delta Galil also subcontracts sewing functions, primarily to contractors in Israel, Egypt, the Far East and Central America.

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- o Testing and Quality Assurance: Delta Galil places significant emphasis on quality control and uses quality assurance teams at each stage of the manufacturing process. Delta Galil's quality assurance procedures meet the very strict quality control standards of its customers.

#### Seam-Free Manufacturing

Applying technology utilized in the manufacture of hosiery, Delta Galil produces one-piece seam-free panties and bras. Seam-free technology enables the direct conversion of yarn into a nearly completed final product by a single machine. After the machine knits the basic garment, all that is required to complete the garment is dyeing and a limited amount of sewing and finishing.

The seam-free process eliminates most stages of the manufacturing process, which required special equipment such as knitting machines, cutting equipment and extensive sewing machine operations, and personnel. This advanced computer-intensive technology enables the production of a substantially wider range of fabrics, styles and product lines. The use of the seam-free machines also improves Delta Galil's potential to manufacture fashionable products with consistently higher quality, durability and comfort.

Delta Galil is making a major effort to capitalize on this unique technology. Delta Galil continuously engages in research and development to create additional products that use the seam-free technology. Sales of seam-free products decreased from \$40.2 million in 2000 to \$24.0 million in 2005. In 2005 sales increased by 6%, compared to \$22.5 million in 2004. As of December 31, 2005, Delta Galil owned 275 seam-free knitting machines.

#### Outsourcing of Products

Subcontractors manufactured goods in Egypt (babywear and underwear), Turkey (socks), Romania (bras and underwear), Bulgaria (socks), Thailand, Hong Kong, Vietnam, India, Bangladesh, Dominican Republic and China (all ladies intimate apparel), which in 2005 accounted for approximately 62% of Delta Galil's revenues. Delta Galil personnel closely supervise the production by subcontractors in these countries.

#### Jordanian Joint Venture

Since 1995, Delta Galil has maintained a joint venture with Century Investment Group, a Jordanian company. Delta Galil supplies cut fabric to the joint venture and purchases sewing services. Delta Galil holds a controlling interest in this joint venture and purchases virtually all of the goods produced by the joint venture. As a result of the controlling interest, Delta Galil consolidates this entity in its consolidated financial statements.

#### Sales and Marketing

Delta Galil customizes its sales and marketing strategy according to individual customers' geographic regions and the market segment. For example, one sales and marketing group handles the Marks & Spencer account, another handles sales to the U.S. mass market, and a third focuses on accounts for middle and upper market customers in the United States. Depending on where a target customer is located, Delta Galil's sales offices in Europe, North America or Israel implement the marketing strategy in coordination with headquarters. Delta Galil staffs sales offices with experienced personnel who maintain ongoing contact with its customers and respond to customers' needs promptly and effectively.

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#### Management Information Systems

Delta Galil has invested in information technology as a tool to reduce overall costs, improve internal controls, enhance the efficiency of its garment design and manufacturing, and support the sale and distribution of its products to its customers. Delta Galil's production software processes customer orders, schedules production for such orders and monitors the products ordered during all stages of production, from knitting to sewing and during packaging and distribution. Delta Galil believes that its information technology system has been effective in meeting its demands. Delta Galil spent approximately \$7 million in 2005 and intends to spend a similar amount in 2006 to enhance its system's capabilities in order to support the growing demand for Delta Galil's products.

#### Conditions in Israel

Delta Galil is incorporated under the laws of, and a significant portion of its offices and manufacturing facilities are located in, the State of Israel. Accordingly, Delta Galil is directly affected by political, economic and military conditions in Israel. The operations of Delta Galil would be materially adversely affected if major hostilities involving Israel should occur or if trade between Israel and its present trading partners should be curtailed.

#### Political Conditions

Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its Arab neighbors and a state of hostility, varying from time to time in intensity and degree, has led to security and economic problems for Israel. However, a peace agreement between Israel and Egypt was signed in 1979, a peace agreement between Israel and Jordan was signed in 1994 and, since 1993, several agreements between Israel and Palestinian representatives have been signed. As of the date hereof, Israel has not entered into any peace agreement with Syria or Lebanon. There can be no assurance as to how the "peace process" will develop or what effect it may have upon Delta Galil.

Despite progress towards peace between Israel, its Arab neighbors and the Palestinians, major hostilities may revive. Since October 2000, there has been an increase in hostilities between Israel and the Palestinians. The unrest in and around the areas administrated by the Palestinian Authority may hinder Israel's international trade and lead to economic downturn. This, in turn, could have a material adverse effect on Delta Galil's operations and business. In addition, certain countries, companies and organizations continue to participate in a boycott of Israeli firms. Delta Galil does not believe that the recent violence or the boycott have had a material adverse effect on Delta Galil, but there can be no assurance that further violence or restrictive laws, policies or practices directed towards Israel or Israeli businesses will not have an adverse impact on Delta Galil's business.

#### Trade Agreements

Israel is a member of the United Nations, the International Monetary Fund, the International Bank for Reconstruction and Development and the International Finance Corporation. Israel is a member of the World Trade Organization and is a signatory to the General Agreement on Trade in Services and to the Agreement on Basic Telecommunications Services. In addition, Israel has been granted preferences under the Generalized System of Preferences from the United States, Australia, Canada and Japan. These preferences allow Israel to export the products covered by such programs either duty-free or at reduced tariffs.

Delta Galil benefits from Israel's free trade agreements with the United States, Canada, the European Union and the European Free Trade Association. The trade agreements permit Delta Galil to sell its Israeli manufactured products to the United States, Canada and the member countries of the European Union and the European Free Trade Association free of customs duties and import quotas. The United States has extended the benefits of the Israel-United States Free Trade Area Agreement to goods processed in the area of Jordan in which Delta Galil has its facilities. Due to a free trade agreement between the EU, US and Egypt, Delta Galil's products manufactured in Egypt can enter the EU countries and into the US duty free as well. Delta Galil is in a period of major changes in the global business environment, following the partial elimination of quotas as part of the WTO agreement which resulted in strong pressure to lower prices.

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#### 4.C Delta Galil's Organizational Structure

Delta Galil is an Israeli corporation that commenced operations in 1975. It currently has thirty-five (35) subsidiaries in which it holds at least a 50% interest. The main operations are included in the following companies:

<TABLE>

<CAPTION>

Company	Place of Incorporation	Ownership Interest	Function
<S>	<C>	<C>	<C>
Delta Galil USA Inc.	Delaware, U.S.A.	100%	Manufacturing and marketing of ladies and girls intimate apparel.
Burlen Corp.	Georgia, USA	100%	Manufacturing and marketing ladies intimate apparel.
Auburn Hosiery Mills Inc.	Kentucky, USA	100%	Manufacturing and marketing socks.
Delta Textile (New York) Ltd.	New York, U.S.A.	100%	Marketing
Delta Galil Europe Ltd.	U.K.	100%	Distribution center and marketing services.
Delta Galil Holland B.V.	Holland	100%	Contract manufacture and holding company.
Delta Textile Egypt - Free Zone S.A.E.	Egypt	100%	Manufactures men's and women's underwear and leisurewear.
Century Wear Corporation (WLL)	Jordan	50%*	Joint venture that performs sewing services.
Thai Progress Garment Co. Ltd	Thailand	100%	Manufactures ladies intimate apparel.
Delta Textile Marketing Ltd.	Israel	100%	Retail and wholesale in Israel.
Delta Elastic Tapes Industries, Ltd.	Israel	90%	Manufactures elastic tapes and other components used in underwear manufacture.

</TABLE>

\* Delta Galil effectively controls this joint venture as a result of its holding of an additional controlling share.

#### 4.D Property, Plant and Equipment

Delta Galil has manufacturing facilities in Israel, Jordan, Egypt, Bulgaria, Thailand, India and China. Delta Galil has also sub-contracts to manufacturers in Egypt, Turkey, Bulgaria, Central America and the Far East. In 1995, Delta Galil began transferring labor-intensive production functions from its plants in Israel and Scotland to Egypt, Jordan, Eastern Europe and the Far East. As a result all manufacturing plants in Scotland were closed by 2003 and the last sewing plant in Israel was closed in 2005. In 2005, 86% of Delta Galil's revenues were generated from the sale of products produced in low labor cost countries, up from 49% in 2000. In 2005, goods produced in Israel represented 10% of Delta Galil's revenues, down from 35% in 2000.

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The following table summarizes the distribution of Delta Galil's revenues by location of production, stated as a percentage of total revenues for the periods indicated:

<TABLE>  
<CAPTION>

Country	Activity	Products	% of Revenues year ended December 31		
			2003	2004	2005
<S>	<C>	<C>	<C>	<C>	<C>
Far East	Purchase of finished products	Ladies intimate apparel	30%	26%	38%
	Cutting	Leisurewear			
		Men's underwear			
Egypt	Knitting(2)	Ladies' intimate apparel	20%	18%	17%
	Dyeing(1)	Men's underwear			
	Cutting	Babywear			
	Sewing(2)	Leisurewear			
	Purchase of finished products				
Israel	Design & Development	Ladies' intimate apparel	14%	12%	10%
	Knitting(2)	Men's underwear			
	Dyeing	Socks			
	Cutting & sewing(2)	Knitted fabric			
	Production of fabrics & elastics	Elastic bands			
	Distribution center				
	Purchase of finished products				
Caribbean & Central America	Sewing(2)	Ladies' intimate apparel	10%	10%	10%
	Cutting	Socks			
	Knitting (1)				
	Purchase of finished products				
Jordan	Sewing(2)(3)(4)	Ladies' intimate apparel	9%	13%	10%
		Men's underwear			
Turkey	Purchase of finished products	Ladies intimate apparel, Socks	7%	6%	6%
Eastern Europe	Knitting(1)		6%	9%	5%
	Sewing(2)	Socks			
	Purchase of finished products				
North America	Design & Development	Ladies' intimate apparel	4%	6%	4%
	Cutting	Socks			
	Dyeing				
	Purchase of finished products				
			-----	-----	-----
			100%	100%	100%
			=====	=====	=====

</TABLE>

- 
- (1) These activities are fully outsourced to local contractors.
  - (2) A portion of these activities is outsourced to local contractors.
  - (3) This activity is performed by a joint venture in which Delta Galil has a controlling interest.
  - (4) Fabric produced in Israel.
  - (5) The increase in sales of products produced in the Far East in 2005 as compared to previous years is due to the acquisition of Burlen whose approximately 70% of it's revenues are produced in the Far East region.

In Israel, Delta Galil owns six facilities, including its principal production facility in Carmiel, and leases nine facilities. The leases, including all extension options, for six facilities expire on various dates between 2007 and 2010. Two leases expires in 2006. Delta Galil is confident that it can renew one lease on terms no less favorable than the existing lease and one lease will not be renewed due to the restructuring plan in North America. In addition, Delta Galil leases a warehouse and development center outside London and leases offices in London. Delta Galil leases manufacturing and storage facilities in Egypt pursuant to 25-year leases that expire between 2014 and 2029. Delta Galil's joint venture in Jordan leases sewing facilities in Irbid, and in Amman.

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Delta Galil leases manufacturing facilities in Pennsylvania, as well as facilities in New Jersey, Hong Kong, China and India. These leases expire between 2006 and 2014. Delta Galil is confident that it can renew these leases on terms no less favorable than existing leases. Delta Galil also owns a facility in Rockingham, North Carolina, and other manufacturing facilities in Bulgaria, Kentucky USA and Thailand. Management believes that Delta Galil's existing facilities are well maintained, in good operating condition and provide adequate space for Delta Galil's current level of operations. In addition, Delta Galil believes that its facilities and operations are in compliance with current governmental regulations regarding safety, health and environmental pollution. Delta Galil generally has complied with these regulations and such compliance has not had a material adverse effect on its capital expenditures, earnings or competitive position.

On December 31, 2005 Delta Galil's unused real estate assets which are held for sale include real-estate in Israel (approximately 50 acres of undeveloped beach front property in Nahariya), Ireland, Scotland, Hungary and the United States, were classified as current assets at their net book value of \$7.4 million.

During the second quarter of 2006 Delta Galil sold its assets in Ireland and is currently in advanced negotiations to sell part of its assets in the United States and in Scotland.

The following table shows Delta Galil's main owned and leased properties and facilities as of June 12, 2006:

Plant location	Square feet	Main function
<S>	<C>	<C>
Carmiel, Israel	641,000	Textile manufacturing
Nahariya, Israel	257,000	Free beach front property
Rosh Ha'ain, Israel	75,000	Offices and warehouse
Delta Plus retail chain, Israel	88,000	Retail
Yodfat, Israel	42,000	Warehouse
Daliat El Carmel, Israel	35,500	Elastic tape manufacturing
Tel Aviv, Israel	10,750	Main office
London, U.K.	25,000	Offices
Northampton, U.K.	125,000	Warehouse
Jordan	362,000	Sewing and warehouse
Egypt	415,000	Knitting, cutting, sewing, warehouse and offices
New Jersey, U.S.	57,800	Warehouse and offices
New York, U.S.	18,500	Offices
Pennsylvania, U.S.	380,000	Warehouse, logistic center and offices
Kentucky, U.S.	250,000	Warehousing & offices
Georgia, U.S.	495,000	Logistic center, warehouse and offices
Hong Kong	12,000	Offices and warehouse
Canada	92,000	Warehousing
Hungary*	129,000	Logistic center
Bulgaria	95,000	Socks manufacturing
Thailand	30,000	Cutting and sewing
Guangzhou, China**	212,000	Cutting and sewing
India	49,000	Socks manufacturing

\* Operation ceased during the first quarter of 2005.

\*\* Operation started in the third quarter of 2005.

ITEM 4A: UNRESOLVED STAFF COMMENTS.

Not applicable.

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ITEM 5: OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion and analysis should be read in conjunction with Delta Galil's consolidated financial statements and the notes to those financial statements included in Item 18 of this annual report. Delta Galil's consolidated financial statements are prepared in conformity with US GAAP.

Overview

Following is a discussion of certain topics that will help you to better understand our results of operations discussed below:

Non-GAAP Information

The following discussion contains non-GAAP financial information relating to the revenues of Delta Galil and Delta Galil USA excluding revenues attributable to Burlen Corp., which was acquired in the fourth quarter of 2004. Delta Galil's management believes that providing these measures gives investors a more complete description of the revenue performance of Delta Galil and of the Delta Galil USA segment in particular. Without this information, an investor could conclude that revenue growth from existing operations accounted for the increase in revenues, when, in fact, a portion of such growth was due to the Burlen acquisition. Delta Galil's management uses this non-GAAP measure in evaluating the performance of its US operations.

The following table shows Delta Galil's revenues excluding Burlen, and Burlen's revenues in 2005 and 2004, in \$ million:

<TABLE>  
<CAPTION>

	2004	2005
	-----	-----
<S>	<C>	<C>
Delta Galil revenues, excluding Burlen .....	\$ 650.7	\$ 577.1
Burlen revenues .....	3.6*	107.4
	-----	-----
Total revenues as presented in the financial statements .....	\$ 654.3	\$ 684.5
	=====	=====

</TABLE>

\* Reflect revenues from the last three weeks of 2004, following the acquisition of Burlen. Delta Galil's 2004 revenues, on a proforma basis including Burlen, would have been \$763.4 Million.

Revenues

Delta Galil's revenues in 2005 increased by 5% and amounted to \$684.5 million compared to \$654.3 million in 2004. Burlen's sales in 2005 amounted to \$107.4 million compared to \$3.6 million in 2004. Excluding Burlen which was acquired in the fourth quarter of 2004, sales decreased by 11% compared to 2004.

The following table shows Delta Galil's revenues by geographical area, stated in millions of U.S. dollars and as a percentage of total revenues, for the years ended December 31, 2003, 2004 and 2005:

<TABLE>  
<CAPTION>

	Year ended December 31,					
	2003		2004		2005	
	\$	%	\$	%	\$	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
North America .....	300.7	51.8	334.8	51.2	401.1	58.6
Europe .....	236.6	40.8	267.5	40.9	230.3	33.6
Israel .....	42.8	7.4	52.0	7.9	53.1	7.8
	-----	-----	-----	-----	-----	-----
Total .....	580.1	100.0	654.3	100.0	684.5	100.0
	=====	=====	=====	=====	=====	=====

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In 2005, sales to North America increased by 19.8% to \$401.1 million representing 58.6% of total sales. The increase in sales to North America is attributed to the acquisition of Burlen in December 2004. Excluding Burlen, sales to North America decreased by 11% compared to 2004, mainly due to a decrease in sales to Wal-Mart in the ladies' category, a decrease in sales to Calvin Klein in the men's category and a decrease in sales to Victoria's Secret due to erosion in selling prices. Delta Galil's sales to Marks & Spencer, decreased by 14.7% to \$161.3 million in 2005, compared to \$189.0 million in 2004. The decrease in sales to Marks & Spencer is attributed to erosion in selling prices in all categories, which was partly offset by an increase of 5% in units. Sales to Marks & Spencer have decreased in the ladies' category, especially with respect to the sale of panties, and in the children's category, due to increased competition and the loss of market share of Marks & Spencer itself in the U.K.. Delta Galil's sales to the European market, excluding Marks & Spencer, decreased by 19.0% to \$52.4 million in 2005 compared to \$64.7 million in 2004, mainly due to erosion in selling prices and to low sales volume to certain customers due to increased competition. Delta Galil's sales to the Israeli market increased by 2.1% to \$53.1 million in 2005 compared to \$52.0 million in 2004.

Effective January 1, 2005, the World Trade Organization's 148 member nations lifted some of the quotas on apparel and textiles. As a result, some of the textiles and textile apparel manufactured in a member nation will no longer be subject to quota restrictions. This has allowed retailers, apparel firms and others to import unlimited quantities of apparel and textile items from China, India and other low-cost countries. As a result, prices of textiles and apparel, including our products, have faced downward pressure and may continue to decline. If prices decline faster than we are able to cut costs, our business and results of operations could be affected adversely.

Recently, some large retailers have attempted to bypass private label underwear manufacturers and to contract directly with factories to produce their own products. This is known as "direct sourcing". This trend is most likely to occur in the more basic, mass-market products, in which design is less of a factor. [While this trend has to date not had a material impact on our sales] if this trend continues and grows, it could have an adverse effect on Delta Galil's sales in those categories.

The following table shows Delta Galil's revenues by product categories, stated as a percentage of total revenues, for the years ended December 31, 2003, 2004 and 2005:

	Year ended December 31		
	2003	2004	2005
Ladies' Intimate Apparel .....	61.1%	53.6%	61.1%
Socks .....	16.4	23.0	20.2
Men's Underwear .....	10.1	12.9	11.1
Babywear .....	6.8	4.4	2.5
Leisurewear .....	3.0	3.7	3.1
Fabrics and Others .....	2.6	2.4	2.0
Total .....	100%	100%	100%
	=====	=====	=====

The increase in revenues in the Ladies Intimate Apparel in 2005 compared to 2004 is attributed to the acquisition of Burlen. The decrease in revenues in the Socks category in 2005 compared to 2004 is attributed to the decrease in sales in North America due to our decision to close the Canadian activity and also due to erosion in selling prices especially to Marks and Spencer. The increase in revenues in the socks category in 2004 compared to 2003 is due to the acquisition of Auburn. The decrease in revenues in the Babywear category in 2005 compared to 2004 is due to lower sales volume due to increased competition and the reduction in the market share of Marks & Spencer in the U.K. in this category.



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#### Reorganization Plan

Following the changes in the business environment, such as the elimination of some of the quotas due to the WTO agreement and the erosion in selling prices, which totaled approximately \$40.0 million on an annual basis, Delta Galil decided to implement a reorganization plan designed to cut costs, increase efficiency and return to profitability.

The reorganization plan included the following main steps:

- a. Closure of a sewing plant in Central America and a distribution center in New Jersey, both of which served the Delta Galil USA segment, and moving the production of the sewing plant to subcontractors in the Far East. The closure of the sewing plant and the distribution center resulted in total restructuring costs of \$1.1 million and in the dismissal of approximately 1,400 employees.
- b. Closure of a sock manufacturing plant in Toronto, Canada and moving its production to subcontractors in Central America and the Far East. The closure of this plant, resulted in total restructuring costs of \$2.4 million and resulted in the dismissal of approximately 100 employees.
- c. Reduction of manufacturing facilities in Israel and transfer of its operations to lower labor cost countries. This action will result in total restructuring costs of \$4.1 million and will result in the dismissal of approximately 585 employees.
- d. Consolidation of various departments into one building in Carmiel, Israel in order to cut maintenance and other overhead costs. This action resulted in a total cost of \$1.1 million.

In 2005, Delta Galil recorded total restructuring expenses of \$9.1 million of which approximately \$6.5 million are in cash, primarily for severance payments of which \$2.6 million were already paid by December 31, 2005. The remaining approximately \$2.6 million are a non-cash impairment of assets following the closure and reduction of activities in production sites.

These measures continue the efficiency efforts Delta Galil commenced in the fourth quarter of 2004, which included the closure of its logistics center in Hungary.

#### Impairment of Fixed assets and Goodwill

During 2005, as a result of the reorganization plan, following the change in operations in various divisions and the erosion in profitability, Delta Galil tested the carrying amount of its long-lived assets and, as a result, recorded a total impairment of \$9.8 million, of which \$2.4 million is included among expenses and \$7.4 million is included among impairment of assets.

The long-lived assets which were impaired include mainly machinery and equipment in the fabric and seam-free facilities in Israel, and leasehold improvements in real-estate which would be abandoned in connection with Delta Galil's decision to unite most of its premises in Carmiel, Israel.

Delta Galil has selected September 30 of each year as the date on which it performs its annual goodwill impairment test. Financial results of the U.S. Upper Market and sock segments, as determined under the test, indicated a decrease in the assets' fair value. As a result of this test in 2005, Delta Galil recorded an impairment of \$5.5 million with respect to goodwill.

#### Acquisition of Burlen

In December 2004, Delta acquired Burlen Corp., a leading private label manufacturer of ladies intimate apparel. Burlen's customers are mass and mid-market retailers. Burlen has been supplying Wal-Mart, its largest customer, for nearly 40 years. Burlen's design, merchandising and marketing teams are located in New York and its logistics, operations and distribution facilities are located in Tifton, Georgia. Burlen manufactures primarily through subcontractors in the Far East and the Caribbean.

As consideration for all of the share capital of Burlen Corp., Delta paid Burlen's selling shareholders \$48.2 million in cash and \$2.2 million in ordinary shares comprised of 215,684 ordinary shares valued at \$10.43 per share transferred from Delta's treasury shares. In addition, Delta paid \$8.2 million of Burlen's bank debt. Delta Galil also accrued \$1.0 million in other deal costs related to the transaction, which were paid in 2005.

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During 2005, the company paid an additional \$1.3 million to the selling shareholders with respect to cost incurred by the company as it was agreed in the purchase agreement. This payment was recorded as additional goodwill.

In addition, under the agreement Delta Galil may be required to pay additional amounts of up to \$15 million in the aggregate to the selling shareholders, subject to achieving certain revenues and operating profit targets over a period of 3 years, from 2005 to 2007. In February 2006, an amendment to the stock purchase agreement was signed which specifies that the additional amounts that would be paid to the selling shareholders would be increased to \$18 million but would depend on achieving adjusted targets over a period of six years, from 2006 to 2011. The purpose of the amendment to the stock purchase agreement was to reflect in it the changes in sales volume, due to changes in the structure of the company which were contemplated at the time of the original agreement but were not executed by the company. Payment of \$1.3 million was made against future consideration on March 15, 2006.

Other intangible assets acquired, which amounted to \$ 14.8 million, represents customer relationship and is amortized over a period of 20 years.

Aggregate amortization expense for the years ended December 31, 2005 and 2004 was \$779 thousand, and \$0 respectively. Estimated amortization expenses over the years 2006 to 2010, is \$739 thousand per year, and \$10.3 million in the aggregate for the years 2011 to 2024.

The excess of the cost of acquisition over the fair value of net assets, on the acquisition date - \$ 3.9 million - was allocated to goodwill and included as part of the Delta USA segment. Goodwill and customer relationship are deductible for tax purposes.

#### Acquisition of a manufacturing plant in Thailand

In December 2004, Delta Galil acquired a manufacturing sewing and cutting facility in Thailand for a total consideration of \$2.4 million. Of this amount \$0.9 million was paid for the shares and \$0.8 million to pay off debt to the former shareholders. In addition, Delta assumed bank debt of \$0.7 million. Delta Galil accounted for this acquisition as an acquisition of a business. The excess of the cost of the acquisition over the fair value of the net assets on the acquisition date, which was approximately \$1.0 million, was allocated to goodwill and is included as part of Europe segment.

#### Acquisition of Auburn Hosiery Mills

On November 13, 2003 Delta Galil completed the acquisition of the outstanding shares of Auburn Hosiery Mills. Auburn manufactures, markets and sells branded sport socks under exclusive licenses to brand names both in the United States and Europe. Most of Auburn's revenues in the United States are made to Wal-Mart.

As consideration for all of the share capital of Auburn Hosiery, Delta Galil paid \$10.8 million to Kellwood and recorded liabilities in respect of restructuring costs in the amount of \$6.2 million. The total purchase price amounted to approximately \$17.0 million. During 2004, Delta Galil finalized the restructuring plan, and actual liabilities in respect of restructuring costs, were \$1.9 million less than originally anticipated which resulted in a decrease in the excess of cost of the acquisition over the fair value of the net assets on the acquisition date. The decrease was allocated \$1.4 million to the goodwill which off set the entire goodwill initially recognized and \$0.5 million to property, plant and equipment.

#### Logistic center in Hungary

In November 2002, Delta Galil, through a wholly owned subsidiary, purchased the operations of Komar Textile Trading, a logistic center, which included real estate, movables and receivables from subcontractors in Hungary. The acquisition price was \$5.6 million, and the excess of the cost of the acquisition over the fair value of net assets amounted to \$0.8 million. During the fourth quarter of 2004, Delta Galil decided to close the logistic center, and accrued \$1.5 million for restructuring expenses. During the first half of 2005 the logistic center was closed.

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#### Sale of Interests in Arad Towels and Standard Textile (Europe) Ltd

On December 31, 1998, Delta Galil sold its 40.7% interest in Arad Towels Ltd. to Standard Textile (Europe) Ltd. ("STE") for \$12.4 million in cash and a 15% interest in STE. The capital gain on this transaction totaled \$ 5.2 million, of which \$3.1 million was applied to income in 1998 and the balance of \$2.1 million was applied to income in 1999.

On August 6, 2000 Delta Galil entered into an agreement with S.T.I. Industries and Technologies Ltd., S.T.I.A. Holdings Ltd. and STE , for the sale of its 15% holdings in STE for \$9 million. The transaction was carried out in four installments, subject to adjustments as stipulated in the agreement. The first installment, 25% of the shares held by Delta Galil, was transferred to the buyers upon the signing of the agreement, for \$2.25 million. The second installment was transferred on January 15, 2002, for consideration of \$2.48 million, the third installment was transferred on January 15, 2003 for consideration of \$2.57 million and the fourth and final installment was transferred on January 15, 2004 for consideration of \$2.64 million. Delta Galil recognized a capital gain of \$0.9 million in 2003 and a capital gain of \$1.0 million in 2004 for this transaction.

#### Results of Operations

The following table sets forth Delta Galil's results of operations expressed as a percentage of total revenues for the periods indicated:

<TABLE>  
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	Year ended December 31		
	2003	2004	2005
<S>	<C>	<C>	<C>
Net revenues .....	100.0%	100.0%	100.0%
Cost of revenues .....	(80.0)	(81.5)	(85.1)
Gross profit .....	20.0	18.5	14.9
Selling, marketing, general and administrative expenses .....	(14.1)	(15.1)	(15.6)
Restructuring expenses .....	(0.2)	(0.1)	(1.3)
Impairment of fixed assets .....			(1.1)
Goodwill impairment .....			(1.0)
Amortization of intangible asset .....			*
Gain (loss) on sales of fixed assets and subsidiary shares .....	0.6	0.1	*
Operating income (loss) .....	6.3	3.4	(4.1)
Financial expenses - net .....	(0.9)	(1.0)	(1.5)
Other income- net .....	*	0.2	*
Income (loss) before taxes on income .....	5.4	2.6	(5.6)
Income tax benefit (expense) .....	(1.2)	(0.4)	0.4
Income (loss) after taxes on income (tax benefit) .....	4.2	2.2	(5.2)
Share in losses of associated companies - net .....	(0.1)	(0.1)	*
Minority interests- net .....	(0.1)	(0.2)	(0.1)
Net income (loss) .....	4.0%	1.9%	(5.3)%
	=====	=====	=====

</TABLE>

\* Less than 0.1%.

#### Segment Results

We have six principal segments: Delta USA, U.S. Upper Market, Europe, Socks, Delta Marketing Israel and China. Delta USA, U.S. Upper Market and Europe segments are engaged mainly in manufacturing and marketing of men's underwear and intimate apparel to various customers in the U.S. and European markets. The Socks segment is engaged in manufacturing and marketing of socks to various customers in the U.S. and European markets. Delta Marketing Israel is engaged in marketing ladies intimate apparel, men's underwear and socks to various customers in Israel through retail and wholesale operations. The facility in China, which started operations in the third quarter of 2005, is engaged with manufacturing of ladies intimate apparel to various customers in the U.S. and the European markets through Delta's various divisions.

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The following table sets forth Delta Galil's revenues relating to the various segments:

<TABLE>  
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		Revenues by segment		
		(\$ million)		
		2003	2004	2005
<S>		<C>	<C>	<C>
Delta USA(1) .....	\$	213.2	\$ 186.3	\$ 267.9
U.S. Upper Market .....		88.3	111.9	97.5
Europe .....		177.4	193.8	163.5
Socks-U.S. & Europe(2) .....		89.4	144.2	130.9
Delta Marketing Israel .....		37.6	46.5	49.0
China .....				0.7
Inter segment revenues .....		(25.8)	(28.4)	(25.0)
Total .....		\$ 580.1	\$ 654.3	\$ 684.5
		=====	=====	=====

</TABLE>

- (1) Including \$107.4 million and \$3.6 million of Burlen revenues, which was acquired in December 2004, in the years ended December 31, 2005 and 2004, respectively.
- (2) Including \$57.1 million, \$52.8 million and \$7.0 million of Auburn revenues, both in the United States and in Europe, which was acquired in November 2003, in the years ended December 31 2005, 2004 and in the last six weeks of 2003.

#### Sales by Segment in 2005 vs. 2004

The increase in sales in 2005 compared to 2004 by the Delta USA segment is attributed to the acquisition of Burlen in the fourth quarter of 2004. Burlen's sales in 2005 amounted to \$107.4 million compared to \$3.6 million in 2004. Excluding Burlen, Delta USA sales decreased by 12% compared to 2004, mainly due to a decrease in sales to Wal-Mart explained by a reduction in sales in the ladies category. The decrease in sales by the U.S. Upper Market segment in 2005 compared to 2004, resulted primarily from a decrease in sales to Calvin Klein, especially in the men's' category and to Victoria's Secret due to different product mix and erosion in selling prices. The decrease in sales by the European segment in 2005 compared to 2004, is mainly due to an erosion of approximately 20% in selling prices to Marks & Spencer partly offset by an increase of 4% in units. Other factors that contributed to a decrease in sales by the European segment include : (1) a decrease in volume sales in the ladies category of Marks & Spencer due to increased competition and (2) a decrease in the children's category due to the same and due to the reduction of Marks & Spencer market share in the U.K. in this category. The decrease in sales by the Socks segment in 2005 compared to 2004 is mainly due to erosion of approximately 15% in selling prices especially to Marks & Spencer partly offset by an increase of 6% in units and to the decrease in sales in North America due Delta Galil's decision to cease its activity in Canada. The increase in sales by the Israeli Market segment in 2005 compared to 2004 is attributed mainly to a different mix of products.

#### Sales by Segment in 2004 vs. 2003

The decrease in sales by Delta USA in 2004 compared to 2003 is attributed mainly to a decrease in sales to Wal-Mart and Target. The increase in sales by the U.S. Upper Market segment resulted primarily from an increase in sales to Calvin Klein and JC Penney. The increase in sales by the European segment is attributed to the strengthening of the pound sterling and the euro against the U.S. dollar as well as sales to new customers. The increase in sales by the Socks segment is attributed to the acquisition of European operation of Auburn. The increase in sales by the Israeli market segment is attributed mainly to different mix of products and to the opening of new stores.

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The following table sets forth Delta Galil's operating results, restructuring expenses and impairment of assets by segment (in \$ million):

<TABLE>  
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	Operating Income (loss) by segment			Restructuring expenses			Impairment of fixed assets	Impairment of Goodwill
	Including Restructuring expenses and impairment of assets							
	2003	2004	2005	2003	2004	2005	2005	2005
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Delta USA .....	\$ 24.8	\$ 5.9	\$ 5.6			1.1	1.5	
U.S. Upper Market .....	(8.9)	(0.6)	(21.7)			1.8	5.9	2.1
Europe .....	4.4	4.9	(8.8)	1.0	1.1	2.1		
Socks- U.S. & Europe .....	9.0	9.1	(5.0)			4.1		3.4
Delta Marketing Israel .....	2.4	4.8	5.0					
China .....			(2.3)					
Adjustments and Capital Gains(1) .....	5.1	(1.7)	(1.0)					
Total .....	\$ 36.8	\$ 22.4	\$ (28.2)	\$ 1.0	\$ 1.1	\$ 9.1	\$ 7.4	\$ 5.5

</TABLE>

(1) Adjustments include cancellation of inter-segment unrealized profits and, in 2004 and 2003, also include results of hedging transactions . In 2003 adjustments include mainly capital gain from the sale of the real estate in London.

#### Operating Income (loss) by Segment in 2005 vs. 2004

The decrease in the operating income of the Delta USA segment in 2005 compared to 2004 is attributed to a \$1.5 million impairment of fixed assets and \$1.1 million in restructuring expenses, both in 2005, which relate to the decision to close a sewing plant in Central America and a distribution center in New Jersey and to lower sales volume, especially to Wal-Mart in the ladies category offset by Burlen's positive contribution of \$9.1 million operating income.

The increase in the operating loss of the U.S. Upper Market segment in 2005 compared to 2004 is attributed to the impairment of fixed assets, which amounted to \$5.9 million, mainly with respect to machinery and equipment in the fabric and seam-free facilities in Israel in connection with the restructuring plan initiated by Delta Galil, which also resulted in additional \$1.8 million of expenses related mainly to workforce reduction in those facilities and other overhead reduction. The operating loss of the US Upper Market segment in 2005 also included a \$2.1 million goodwill impairment, as determined based on the annual test carried out by the Delta Galil which indicated a decrease in the segment assets fair value. In addition, the operating results of the US Upper Market segment in 2005 suffered from the decrease in sales volume, especially to Calvin Klein and Victoria's Secret which also resulted in a lower production level in the fabric facility in Israel and in the sewing facility in Jordan.

The decrease in the operating results of the European segment in 2005 compared to 2004 is attributed mainly to the erosion in selling prices to Marks & Spencer, but also to other customers due to the increased competition from the Far East, following the downward pressure on prices as a result of the cancellation of part of the quotas on textile products. Operating results of the European segment in 2005 were also negatively affected by the low production volume in Egypt due to the reduction in sales.

The decrease in the operating results of the socks segment in 2005 compared to 2004, from \$9.1 million profit to a \$5.0 operating loss, is attributed mainly to the \$4.1 million restructuring expenses due to our decision to cease operations in Canada and to reduce manufacturing operations in Israel. Furthermore the operating loss of the socks segment in 2005, included a \$3.4 million goodwill impairment, as determined based on the annual test carried by Delta Galil which indicated a decrease in the segment assets fair value. Also attributed to the decrease in operating results is the lower sales volume and erosion in selling prices, especially to Marks & Spencer, as well as to other customers due to the increased competition from the Far East and due to operating losses incurred in North America due to our decision to cease our activity in Canada.

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During the third quarter of 2005, Delta Galil started operations in China. The plant includes sewing and cutting executed by approximately 800 employees, focusing on ladies intimate apparel products. The \$2.3 million operating loss of the China facility in 2005 is attributed to the low initial production volume and also includes start-up costs.

Operating Income (loss) by Segment in 2004 vs. 2003

The decrease in the operating income of Delta USA in 2004 compared to 2003 was due primarily to a decrease in sales and to losses from operations with certain customers. The decrease in the operating loss in the U.S. Upper Market segment in 2004 compared to 2003 is primarily due to an increase in sales volumes which also contributed to increase the production level in the fabric facility and the sewing facilities. The erosion in the operating margin in the Socks segment is attributed to the acquisition of Auburn, which contributed to a net increase of approximately \$45.0 million of sales, which had no substantial operating income. The increase in operating income in Delta Marketing Israel is attributed to the improvement of procurement sources and to increased sales volumes.

Year ended December 31, 2005 compared with Year Ended December 31, 2004 - Consolidated Revenues

Total revenues in 2005 increased by 5% to \$684.5 million compared to \$654.3 million in 2004. Excluding sales of Burlen, which was acquired in the fourth quarter of 2004, sales decreased by 11% compared to 2004. The decrease in revenues is due mainly to an erosion in selling prices, especially to Marks & Spencer and in the European market.

Cost of revenues.

Delta Galil's cost of revenues is comprised mainly of cost of materials, salaries and related expenses, work performed by subcontractors, depreciation and amortization and the changes in inventories of finished products and products in process. While costs associated with depreciation and indirect salaries are generally fixed, cost of materials, work performed by subcontractors and directs salaries are variable. Cost of revenues in 2005 increased by 9.3% and amounted to \$582.8 million (85.1% of revenues) compared to \$533.0 million (81.5% of revenues) in 2004. The increase in the cost of revenues is attributed to the acquisition of Burlen in December 2004. Burlen's 2005 cost of revenues amounted to \$84.9 million (79.1% of Burlen's revenues) compared to \$2.8 million in 2004. The decrease in the cost of revenues excluding Burlen in 2005 compared to 2004 is due to the decrease in sales volumes.

Gross profit.

Gross profit in 2005 decrease by 16.1% compared to 2004 and totaled \$101.7 million (14.9% of revenues), compared to \$121.2 million (18.5% of revenues) in 2004. The decrease in the gross margin is mainly attributed to the erosion in selling prices, mainly to the European operation and especially with Marks & Spencer following the change in business environment due to the WTO decision to lift some of the quotas on intimate apparel and textile product coming from the Far East. This allowed retailers, apparel firms and others to import unlimited quantities of apparel and textile items from China, India and other low-cost countries. As a result, prices of textiles and apparel, including our products, have faced downward pressure.

Selling and marketing expenses.

Delta Galil's selling and marketing expenses are comprised mainly of salaries and related expenses, professional expenses, packaging, transportation and delivery, advertising, royalties, depreciation and amortization, commissions and leases. While costs associated with salaries, professional expenses, depreciation and amortization and leases are generally fixed, packaging, transportation, delivery, advertising, royalties and commissions are more variable. Selling and marketing expenses increased by 6.7 % to \$ 86.7 million (12.7% of revenues) in 2005 compared to \$81.2 million (12.4% of revenues) in 2004. The increase in selling and marketing expenses is attributed mainly to the acquisition of Burlen. Burlen's selling and marketing expenses amounted to \$9.1 million in 2005, (8.5% of Burlen's revenues), compared to \$0.7 million in 2004. The increase in the percentage of the selling and marketing expenses of total sales is attributed mainly to increase in freight cost mainly in the European segment due to the transfer of part of its operation from Eastern Europe to the Far East, and to the increased activity in the Israeli market which resulted in higher salaries and advertising costs.

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General and administrative expenses.

General and administrative expenses are comprised mainly of salaries and related expenses, entertainment and travel expenses, professional fees, doubtful accounts and bad debts, depreciation and amortization and other office expenses. General and administrative expenses increased from \$17.4 million in 2004 (2.7% of revenues) to \$20.3 million in 2005 (3.0% of revenues). The increase in general and administrative expenses is attributed mainly to the acquisition of Burlen. Burlen's general and administrative expenses amounted to \$3.6 million in 2005, (3.3% of Burlen's revenues), compared to \$0.1 million in 2004.

Amortization of Intangible Asset,

The amortization of the intangible assets include customer relations, derived from the acquisition of Burlen, and is amortized over a period of 20 years.

Capital gain (loss) from realization of fixed assets.

In 2005 Delta Galil recorded a capital loss of \$0.1 million compared to \$0.9 million capital gain in 2004 derived from the sale of real estate in Ireland.

Impairment of fixed assets.

During 2005 and as a result of the restructuring plan following the change in operation in various divisions and the erosion in profitability, Delta Galil tested the carrying amount of its fixed assets and, as a result, recognized a total impairment of \$9.8 million, of which \$2.4 is included among restructuring expenses and \$7.4 million is included among impairment of assets. The fixed assets which were impaired include mainly machinery and equipment in the fabric and seam-free facilities in Israel, and leasehold improvements in real-estate which would be abandoned in connection with Delta Galil's decision to consolidate most of its premises in Carmiel, Israel.

Restructuring expenses.

Due to a reorganization plan, Restructuring expenses in 2005 amounted to \$9.1 million. See "Overview-- Reorganization Plan" above. Restructuring expenses in 2004 related to the closure of the logistic center in Hungary.

Goodwill impairment.

In 2005 Delta Galil recorded goodwill impairment expenses in the amount of \$5.5 million of which \$3.4 million relates to the socks segment and \$2.1 million to the U.S. Upper Market segment.

Operating income (loss).

Operating loss in 2005 amounted to \$28.2 million compared to an operating income of \$22.4 million (3.4% of revenues) in 2004. The operating loss is mainly attributed to a decrease in the gross margin derived from the erosion in selling prices and due to the impairment of fixed assets and goodwill.

Financial expenses - net.

Financial expenses increased by 64.0% to \$10.2 million in 2005 from \$6.2 million in 2004 mainly due to increased bank debt, of approximately \$60 million, due to the acquisition of Burlen which resulted in an increase of \$2.6 million financial expenses and also due to the increase in the average interest rate. Financial expenses were composed mainly of interest and exchange differences.

Other income - net.

Other income in 2005 decreased by \$0.7 million compared to 2004. In 2005 other income included \$0.3 million proceeds from realization of other investment. In 2004 other income included \$1.0 million capital gain from realization of the investment in an associated company, as described above "Sales of Arad Towels and Standard Textile (Europe) Ltd".

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Taxes on income.

In 2005 Delta Galil recorded tax benefits of \$2.3 million compared to tax expenses of \$2.9 million in 2004. The effective tax rate in 2005 was 6% compared to 17% in 2004. The lower tax savings in 2005 is mainly attributed to Delta Galil's decision to create a valuation allowance in the amount \$8.9 million on losses for tax purposes incurred in 2005 in Israel, as it is considered more likely than not that such losses will not be realized.

Share in losses of associated losses.

Delta Galil's share in losses of associated companies includes in 2005 and in 2004 its investment in Edomit Ltd., which is accounted for by the equity method. In 2005 this share amounted to a loss of less the \$0.1 million compared to a loss of \$0.2 million in 2004. During the third quarter of 2005 Edomit sold its holding in a hotel and ceased its operation.

Minority interest- net.

Delta Galil operates sewing facilities in Jordan through a partially owned subsidiary - Century Wear Corporation (WLL). Minority interests in profit of this subsidiary and also 10% of Delta Elastic Tapes, amounted to \$0.5 million in 2005 compared to \$1.4 million in 2004. The decrease in the minority interest in 2005 compared to 2004 is attributed mainly to the decrease in profit of the Jordanian joint venture due to lower production levels.

Net Income (loss).

Loss in 2005 totaled \$36.3 million compared to a net income of \$12.7 million (1.9% of sales) in 2004. The loss in 2005 compared to the net profit in 2004 is attributed to the decrease in gross margin, impairment of fixed assets and goodwill and due to higher financial expenses and low tax benefit.

Year ended December 31, 2004 compared with Year Ended December 31, 2003 - Consolidated Revenues.

Total revenues in 2004 increased by 12.8% and amounted to \$654.3 million compared to \$580.1 million in 2003. Excluding sales of Burlen, which was acquired in the fourth quarter of 2004, and Auburn, which was acquired in the fourth quarter of 2003, sales from continuing operations increased by 4.5%, reaching \$598.7 million in 2004 compared to \$573.0 million in 2003. The increase in revenues from continuing operations is due mainly to the strengthening of the pound sterling and the Euro against the US dollar and to the increase in sales in the Israeli market.

Cost of revenues.

Cost of revenues in 2004 increased by 14.9% and amounted to \$533.0 million (81.5% of revenues) compared to \$463.9 million (80.0% of revenues) in 2003. Most of the increase in the cost of revenues is attributed to an increase in sales volume.

Gross profit.

Gross profit in 2004 increased by 4.3% over 2003 and totaled \$121.2 million (18.5% of revenues), compared to \$116.3 million (20.0% of revenues) in 2003.

Selling and marketing expenses.

Selling and marketing expenses increased by 24.2 % to \$ 81.2 million (12.4% of revenues) in 2004 compared to \$65.4 million (11.3% of revenues) in 2003. The increase in selling and marketing expenses is attributed mainly to the acquisition of Auburn, to a \$2.5 million increase in salaries and related expenses due to the strengthening of the pound sterling and the NIS versus the dollar, to a \$1.4 million increase in lease expenses mainly due to the strengthening of the pound sterling versus the dollar and to the increased activity in the Israeli market.



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General and administrative expenses.

General and administrative expenses increased from \$16.7 million in 2003 to \$17.4 million in 2004. The increase in general and administrative expenses is attributed mainly to the acquisition of Auburn.

Capital gain (loss) from realization of fixed assets.

In 2004 Delta Galil recorded capital gain of \$0.9 million mainly from the sale of real estate in Ireland. In 2003 Delta Galil recorded a \$3.9 million capital gain from the sale of real estate in London, which was offset by \$0.3 million of capital loss from realization of other fixed assets.

Restructuring expenses.

Restructuring expenses in 2004 included to the closure of a logistic center in Hungary while in 2003 they included the closure of sewing plants in Scotland and in Israel.

Operating income.

Operating income in 2004 decreased by 39.1% compared to 2003 and totaled \$22.4 million (3.4% of revenues) compared to \$36.8 million (6.3% of revenues) in 2003. The decrease in the operating profit is primarily due to losses from operations with certain of Delta USA's customers, and to losses incurred from the operation and the closure of the logistic center in Hungary.

Financial expenses - net.

Financial expenses increased by 10.5% to \$6.2 million in 2004 from \$5.6 million in 2003 mainly due to increased bank loans due to the acquisition of Auburn and to the increase in the average interest rate. Financial expenses were composed mainly of interest and exchange differences.

Other income- net.

Other income in 2004 increased by \$0.7 million compared to 2003. In 2004 other income included \$1.0 million capital gain from realization of the investment in an associated company, as described above "Sales of Arad Towels and Standard Textile (Europe) Ltd.", while in 2003 a similar capital gain of \$0.9 million was offset by the write-off of other investments.

Taxes on income.

Income taxes for 2004 were provided for at an effective tax rate of 16.6% compared to 23.4% in 2003. The decrease in the effective tax rate in 2004 compared to 2003 is mainly due to a decrease in pre-tax earnings of subsidiaries that are subject to higher tax rates.

Share in losses of associated companies.

Delta Galil's share in losses of associated companies includes its investment in Edomit Ltd., which is accounted for by the equity method. In 2004 this share amounted to a loss of \$0.2 million compared to a loss of \$0.3 million in 2003.

Minority interest - net.

Delta Galil operates sewing facilities in Jordan through a partially owned subsidiary - Century Wear Corporation (WLL). Minority interests in profit of this subsidiary and starting April 2003, also 10% of Delta Elastic Tapes, amounted to \$1.4 million in 2004 compared to \$0.4 million in 2003.

Net Income.

Net income in 2004 decreased by 45.7% and totaled \$12.7 million (1.9% of sales) compared to \$23.4 million (4.0% of sales) in 2003 due to the decrease in the operating profit.

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#### Critical Accounting Policies

To improve your understanding of Delta Galil's financial statements, it is important to obtain some degree of familiarity with Delta Galil's principal or significant accounting policies. These policies are described in Note 1 to the Consolidated Financial Statements listed in Item 18. Delta Galil, in conjunction with its audit committee and its external auditors, reviews its financial reporting, disclosure practices and accounting policies annually to ensure that the financial statements developed, in part, on the basis of these accounting policies provide complete, accurate and transparent information concerning the financial condition of Delta Galil. As part of this process, Delta Galil has reviewed the selection and application of its critical accounting policies and financial disclosure as at December 31, 2005, and it believes that the Consolidated Financial Statements listed in Item 18 present fairly, in all material respects, the consolidated financial position of Delta Galil as at that date.

In preparing Delta Galil's financial statements in accordance with GAAP, Delta Galil's management must often make estimates and assumptions that may affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures as at the date of the financial statements and during the reporting period. Some of those judgments can be subjective and complex, and consequently actual results may differ from those estimates. However, Delta Galil believes that, given the facts and circumstances before it at the time of making the relevant judgments, estimates or assumptions, it is unlikely that applying any such other reasonable judgment would cause a material adverse effect on Delta Galil's consolidated results of operations, financial position or liquidity for the periods presented in the Consolidated Financial Statements listed in Item 18.

Delta Galil is also subject to risks and uncertainties that may cause actual results to differ from estimates and assumptions, such as changes in the economic and political environment, competition, foreign exchange, taxation and governmental programs. Certain of these risks, uncertainties and assumptions are discussed in Item 3C. - Risk Factors and Item 11 - Quantitative and Qualitative Disclosures About Market Risk. Delta Galil considers its most significant accounting policies to be those relating to fixed assets and inventory valuation, both of which, as well as Delta Galil's accounting policy relating to goodwill valuation are discussed below.

#### Fixed assets valuation

Fixed assets are stated at cost, net of related investment grants. Depreciation is computed using the straight - line method on the basis of the estimated useful life of the assets. Due to rapid changes in technology and due to the materiality of the fixed assets and depreciation rates on its financial results, Delta Galil considers this to be a critical issue. On January 1, 2002 Delta Galil adopted FAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". FAS 144 requires that long-lived assets be held and used by an entity, be reviewed for impairment and, if necessary, written down to the estimated fair value, whenever events or changes in circumstances indicate the carrying amount of assets may not be recoverable through undiscounted future cash flows.

Delta Galil's fixed assets cost as of December 31, 2005 amounted to \$193 million. Depreciation and amortization expenses with respect to Delta Galil's fixed assets on an annual basis are approximately \$14.5 million. An increase of 1% in the average annual depreciation rates would increase Delta Galil's depreciation and amortization expenses by approximately \$1.9 million per year. A decrease in the annual rates would have the opposite effect.

Delta tests long-lived assets for impairment, in the event an indication of impairment exists. An impairment loss would be recognized, and the assets would be written down to their estimated fair values, if the sum of the expected future cash flows (undiscounted and without interest charges) of the long-lived assets is less than the carrying amount of such assets. See also note 5f of the consolidated financial statements.

#### Inventory Valuation

Inventory, which is a material part of Delta Galil's total assets, is valued at the lower of cost or market value. Cost of raw and packaging materials and purchased products is determined mainly on a "moving average" basis. Cost of finished products and products in process is determined as follows: the raw material and packaging component -is determined mainly on a "moving average" basis; while labor and overhead is determined on an average basis over the production period. If actual market prices for finished goods prove less favorable than those projected by management, additional inventory write-downs may be

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required. Inventory is written down for estimated obsolescence based upon assumptions about future demand and market conditions. Likewise, favorable future demand and market conditions could positively impact future operating results if inventory that has been written down is sold.

Delta Galil's inventories carrying value as of December 31, 2005 amounted to \$147.1 million. This amount is net of an allowance for specific obsolete and slow-moving inventories in the amount of \$27.9 million.

#### Valuation of Intangible Assets - Goodwill

Goodwill represents the excess of cost of investments in subsidiaries acquired over the fair value of the net assets at acquisition. Until December 31, 2001, Goodwill was amortized in equal annual installments usually over a 40-year period, the maximum allowed period under U.S. GAAP. As from January 1, 2002, pursuant to FAS 142, "Goodwill and Other Intangible Assets," goodwill is no longer amortized but rather is tested for impairment annually. Delta completed the transitional impairment review of goodwill on June 30, 2002, as required by FAS 142. The various reporting units, for which separately identifiable cash flow information is available, were identified and the fair values of such reporting units were determined using the net income multiple of comparable publicly traded companies in the textile industry. Consequently, Delta has determined that there is no indication of impairment with respect to goodwill as of January 1, 2002. Delta has selected September 30 as the date on which it will perform its annual impairment test for indefinite life intangible assets. As of December 31, 2005, based on the review made by Delta Galil, the Company recorded Goodwill impairment expenses of \$5.5 million with respect to the U.S. Upper Market and the Socks segments. See also note 1h of the consolidated financial statements.

As of December 31, 2005 the goodwill included in Delta Galil's balance sheet amounted to \$53.7 million, of which \$51.9 million relate to the Delta USA segment and the remainder, \$1.8 million relate to the Europe segment. Based on the annual test, as mentioned above, the asset fair value of these business units are estimated to be higher than their respective book value.

#### New Accounting Standards under US GAAP

##### FAS 123 (revised 2004) Share-based Payment

In December 2004, the Financial Accounting Standards Board, or FASB, issued the revised Statement of Financial Accounting Standards, FAS, No. 123, Share-Based Payment (FAS 123R), which addresses the accounting for share-based payment transactions in which a company obtains employee services in exchange for (a) equity instruments of the company or (b) liabilities that are based on the fair value of the company's equity instruments or that may be settled by the issuance of such equity instruments. In March 2005, the SEC issued Staff Accounting Bulletin No. 107 (SAB 107) regarding the SEC's interpretation of FAS 123R.

FAS 123R eliminates the ability to account for employee share-based payment transactions using APB Opinion No. 25 - "Accounting for Stock Issued to Employees", and requires instead that such transactions be accounted for using the grant-date fair value based method. This Statement will be effective for public companies at the beginning of their next fiscal year that begins after June 15, 2005 (first quarter of 2006 for the Company). Early adoption of FAS 123R is encouraged. This Statement applies to all awards granted or modified after the Statement's effective date. In addition, compensation cost for the unvested portion of previously granted awards that remain outstanding on the Statement's effective date shall be recognized on or after the effective date, as the related services are rendered, based on the awards' grant-date fair value as previously calculated for the pro-forma disclosure under FAS 123.

Delta Galil estimates that there will not be any cumulative effect of adopting FAS 123R, as of its adoption date by the company (1 January 2006), based on the awards outstanding as of December 31, 2005. This estimate does not include the impact of additional awards, which may be granted, or forfeitures, which may occur subsequent to December 31, 2005 and prior to the adoption of FAS 123R.

Delta Galil expects that upon the adoption of FAS 123R, as of January 1, 2006, Delta Galil will apply the modified prospective application transition method, as permitted by the Statement. Under such transition method, upon the adoption of FAS 123R, Delta Galil's financial statements for periods prior to the effective date of the Statement will not be restated.

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Compensation expense for outstanding awards for which the requisite service had not been rendered as of the effective date will be recognized over the remaining service period using the compensation cost calculated for pro-forma disclosure purposes under FAS 123.

Taking into account the transition method adopted by the Company, the Company expects that the effect of applying this statement on the Company's results of operations in 2006 as it relates to existing option plans would not be materially different from the FAS 123 pro forma effect previously reported. The balance of unamortized compensation before taxation of options at December 31, 2005 is immaterial. As to options granted after the balance sheet date, see note 16.

FAS 151 Inventory Costs - an amendment of ARB 43, Chapter 4

In November 2004, the FASB issued FAS No. 151, "Inventory Costs - an Amendment of ARB 43, Chapter 4, known as FAS 151.

This Statement amends the guidance in ARB No. 43, Chapter 4, "Inventory Pricing", to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs, and wasted material. This Statement requires that those items be recognized as current-period charges. In addition, this Statement requires that allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the production facilities. This Statement will be effective for inventory costs incurred during fiscal years beginning after June 15, 2005 (January 1, 2006 for the company). Earlier application of FAS 151 is permitted. The provisions of this Statement shall be applied prospectively. Delta Galil does not except this statement to have a material effect on the company's financial statements, its results of operations or cash flows.

FAS 154 Accounting Changes and Error Corrections - a replacement of Accounting Principles Board Opinion, or APB, No. 20 and FASB Statement No. 3.

In June 2005, the Financial Accounting Standards Board issued FAS No. 154, "Accounting Changes and Error Corrections - a replacement of APB Opinion No. 20 and FASB Statement No. 3". This Statement generally requires retrospective application to prior periods' financial statements of changes in accounting principle. Previously, Opinion No. 20 required that most voluntary changes in accounting principle were recognized by including the cumulative effect of changing to the new accounting principle in net income of the period of the change. FAS 154 applies to all voluntary changes in accounting principle. It also applies to changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. When a pronouncement includes specific transition provisions, those provisions should be followed. This Statement shall be effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005 (January 1, 2006 for the company). Delta Galil does not expect the adoption of this statement will have a material impact on Delta Galil's results of operations, financial position or cash flows.

FAS 155 Accounting for certain hybrid financial instruments, an amendment of FASB statements no. 133 and 140.

In February 2006, the FASB issued FAS 155, accounting for certain Hybrid Financial Instruments, an amendment of FASB statements No.133 and 140. This statement permits fair value measurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation. This statement is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. Earlier adoption is permitted as of the beginning of an entity's fiscal year, provided that no interim period financial statements have been issued for the financial year. Management is currently evaluating the impact of this statement, if any, on Delta Galil's financial statements or its results of operations.

FAS 156 Accounting for servicing of financial Assets - an amendment of FASB statement no.140

In March 2006 the Financial Accounting Standards Board (the "FASB") issued Statement of Financial Reporting No. 156 ("FAS 156"). This Statement amends FASB Statement No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, with respect to the accounting for separately recognized servicing assets and servicing liabilities, and is effective for financial periods beginning after September 15, 2006. Delta Galil does not currently engage in transfers of financial fixed assets and accordingly does not anticipate that the adoption of this statement will have a material impact on its financial statements. . Since the Company does not currently engage in transfers of financial fixed

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assets, the company does not anticipate that the adoption of this statement will have a material impact on its financial statements.

EITF 04-13

In September 15, 2005 the Emerging Issues Task Force of the FASB reached a consensus on Issue 04-13, "Accounting for Purchases and Sales of Inventory with the Same Counterparty", known as EITF 04-13. EITF 04-13 describes the circumstances under which two or more inventory transactions with the same counterparty should be viewed as a single nonmonetary transaction, and describes the circumstances under which nonmonetary exchanges of inventory within the same line of business should be recognized at fair value. EITF 04-13 will be effective for transactions completed in reporting periods beginning after March 15, 2006. Delta Galil is currently evaluating the applicability of EITF 04-13 to its inventory transactions.

5B. Liquidity and Capital Resources

Delta Galil finances its operations mainly from cash flow from operations, supplemented, if needed, by revolving short-term bank loans and long-term bank loans. Delta Galil repays short-term bank loans if the cash flow from operations exceeds the cash needs for operations and investment.

There are no legal restrictions on the ability of Delta Galil's subsidiaries to transfer funds to Delta Galil in the form of dividends, loans or advances.

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The following is a breakdown of Delta Galil's cash flows for the last three years in US \$ millions:

<TABLE>  
<CAPTION>

	Year ended December 31		
	2003	2004	2005
<S>	<C>	<C>	<C>
Net cash flow provided by operating activities .....	\$ 42.9	\$ 23.0	\$ 11.6
Net cash flow used in investing activities .....	(18.4)	(68.9)	(14.4)
Net cash flow provided by (used in) financing activities* .....	(21.3)	50.2	(4.7)
Translation differences on cash equivalents of foreign currency consolidated subsidiary .....	--	0.1	(0.1)
Increase (decrease) in cash and cash equivalents .....	\$ 3.2	\$ 4.4	\$ (7.6)

</TABLE>

\* Including payment of dividends to shareholders of \$9.5 million and \$8.3 million in 2003 and 2004, respectively.

In 2003, 2004 and 2005 Delta Galil generated excess cash flow from operations of \$42.9 million, \$23.0 million and \$11.6 million respectively. The decrease in net cash flow provided by operating activities from \$23.0 million in 2004 to \$11.6 million in 2005 is mainly attributed to the loss in 2005 compared to the net profit in 2004. The decrease in the net cash flow used in investing activities is mainly attributed to the acquisition of Burlen in the fourth quarter of 2004. Net cash flow used in financing activities in 2005 amounted to \$4.7 million while in 2004 the net cash flow provided by financing activities amounted to \$58.5 million. The decrease in cash flow provided by financing activities in 2005 is attributed mainly to the increased bank debt in connection with the acquisition of Burlen in December 2004.

We believe that our cash reserves, together with cash from operations, will be sufficient to meet our anticipated cash needs in both the short and long term. However, if, in the future, cash generated from operations is insufficient to satisfy our liquidity requirements, or if our estimates of revenues, expenses or capital or liquidity requirements change or are inaccurate, we may need to raise additional funds. We may also need to raise additional funds, or may seek to take advantage of any capital raising opportunities, to finance expansion plans, develop or acquire new products or technologies, enhance our existing product or respond to competitive pressures. We cannot be certain that we will be able to obtain additional financing on commercially reasonable terms or at all, which could limit our ability to grow and carry out our business plan.

#### Debt

Set forth in the table below are Delta Galil's bank debts for the last three years in US \$ millions:

<TABLE>  
<CAPTION>

	Year ended December 31		
	2003	2004	2005
<S>	<C>	<C>	<C>
Short-term:			
Bank loans .....	\$ 94.5	\$ 55.6	\$ 80.6
Current maturities of long-term loans ...	10.4	27.9	29.5
Total Short-term .....	104.9	83.5	110.1
Long-term:			
Total Long-term bank loans .....	13.6	98.4	68.8
Total Debt .....	\$ 118.5	\$ 181.9	\$ 178.9

</TABLE>

Delta Galil has incurred bank debt mainly for acquisitions, working capital, capital expenditures and general corporate purposes. Delta Galil's bank loans bear interest at annual variable rates, which were approximately 5.8% on average for the year ended December 31, 2005 and are secured by liens on Delta Galil's assets. Delta Galil's bank loans are issued under secured bank lines of credit of up to \$298.8 million of which, as of December 31, 2005, Delta Galil had \$102.3 million available for additional borrowings under the same prevailing rates.

Delta Galil's bank lines of credit permit either short-term or long-term borrowings. All of Delta Galil's short-term loans have maturities of up to three months. Part of Delta Galil's borrowings is for shorter periods in order to maintain cash management flexibility. Long-term bank loans mature in periods up to December 2009. Delta Galil and each of its subsidiaries have granted each other guarantees of each other's indebtedness.

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Delta Galil USA Inc. is a party to a credit agreement with Bank Leumi USA and Bank Hapoalim, which provides for an aggregate of \$91 million in loans, of which \$31 million are long-term loans and \$60 million of which is revolving short-term credit which expires on January 31, 2007. The loans bear interest at a variable rate that is linked to the LIBOR. As of March 31, 2006, the interest rate on the term loan was 6.55% and on the short-term credit was 6.3%. The principal of the term loans is payable in equal quarterly installments of approximately \$1.94 million each until December 1, 2009. As of December 31, 2005 the unutilized credit line was \$24 million. This credit agreement includes covenants based on (1) the ratio of Delta Galil USA's earnings before interest, taxes, depreciation and amortization, or EBITDA, to fixed charges; (2) the ratio of net worth to total assets of Delta Galil USA; and (3) the ratio of the sum of Delta Galil USA's (a) loans (b) letters of credit, and (c) acceptances (or, collectively, debt) to EBITDA. The covenants are as follows:

1. The ratio of Delta Galil USA's EBITDA to fixed charges, each as defined in the credit agreement, may not be below 1 to 1 for each three -month period ending June 30, September 30, and December 31, 2006, with such ratio rising to 1.5 to 1 for the twelve months ending March 31, June 30, September 30, and December 31, 2007, and 1.6 to 1 for the twelve months ending March 31, June 30, September 30, and December 31 2008 and 2009.
2. The ratio of net worth to total assets of Delta Galil USA may not be below 0.25 to 1 for the twelve months ending March 31, 2006 and June 30, 2006, and a ratio of 0.28 to 1 for the twelve months ending September 30, 2006 and for the twelve-month period ending December 31, 2006, with such ratio rising to 0.4 to 1 for the twelve months ended March 31, 2007 and for each twelve month period ending at the end of each subsequent quarter until maturity;
3. The ratio of the sum of Delta Galil's (a) loans (b) letters of credit, and (c) acceptances (or, collectively, debt) to EBITDA may not exceed 6.70 to 1 for the twelve months ended March 31, 2006 5.70 to 1 for the twelve months ending June 30, 2006, and 4.0 to 1 for the twelve months ending each of September 30, 2006 and December 31, 2006, with such ratio rising to 3.5 to 1 for the twelve months ending March 31, June 30, September 30, and December 31, 2007, 3.0 to 1 for the twelve months ending March 31, 2008 and for each twelve month period ending at the end of each subsequent quarter until maturity.

Delta Galil USA and the banks amended the credit agreement in January 2006 and in May 2006. The material changes contained in the amendments as reflected above are the following:

- o A prepayment of \$25 million of the principal amount of the term loan;
- o A reduction in the quarterly payment on the term loan from \$3.5 million to \$1.9 million; an extension of the expiration of the revolving loan facility from January 15, 2006 to January 31, 2007;
- o A deposit of \$4 million with Bank Leumi USA and a pledge of that deposit to Bank Leumi;
- o An extension of the explanation of the revolving loan facility to January 31, 2007.
- o An increase of 0.25% in the interest.

Delta Galil USA did not satisfy the covenant relating to the ratio of EBITDA to fixed charges for the year ended December 31, 2005. The amendment of January 2006 provided for a waiver of all of the financial covenants for the period ending December 31, 2005. Management believes that Delta Galil USA will satisfy the covenants as currently in effect.

#### Working Capital and Capital Expenditures

Working capital at December 31, 2005 was \$80.9 million, compared to \$127.4 million at December 31, 2004. The decrease in the working capital is attributed to the increase in short-term loans on account of long-term loans and to the decrease in inventory. Delta Galil believes that its working capital is sufficient for its present requirements. Delta Galil has no material commitment for capital expenditures.

#### 5C. Research and Development

Delta Galil has strong in-house creative teams of designers and technology experts, consisting of fashion designers, textile designers, yarn experts, knitting experts and dyeing and finishing experts. Delta Galil's design and development expenses increased to approximately \$29 million in 2005, as compared to

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ITEM 6: DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6A. Directors and Senior Management

The directors and executive officers of Delta Galil are as follows:

<TABLE> <CAPTION>			
Name	Age	Position	
----	---	-----	
<S>	<C>	<C>	
Dov Lautman	69	Chairman of the Board of Directors and Chief Executive Officer	
Isaac Dabah(3)	48	Director and Vice Chairman of the Board of Directors	
Yossi Hajaj	38	Senior Vice President & Chief Financial Officer	
Aviram Lahav(4)	47	Senior Vice President & CEO of US Upper Market Division	
Michael Fitzgerald	63	Senior Vice President & Business Development USA	
Imad Telhami	47	Senior Vice President & CEO of European Division	
Esti Maoz	58	Senior Vice President & Global Development and Marketing	
Eytan Stiassnie	50	Senior Vice President & CEO of Socks Division	
Moshe Grencel	53	Senior Vice President - Supply Chain Management	
David Kostman(5)	41	Senior Vice President & CEO of Delta Galil USA	
Israel Baum(3)	67	Director	
Gideon Chitayat(3)	66	Director	
Aharon Dovrat	75	Director	
Harvey M. Krueger	77	Director	
Noam Lautman	37	Director	
Giora Morag(1) (2)	61	Director	
Amnon Neubach(1) (2)	61	Director	
Dan Propper	65	Director	
Arnon Tiberg	62	Director	
Amior Vinocourt(2)	78	Director	
</TABLE>			

- (1) External Director.
- (2) Member of the Audit Committee.
- (3) Mr. Dabah, Mr. Chitayat and Mr. Baum are nominees of GMM Capital LLC, pursuant to a Shareholders Agreement between GMM Capital and the Lautman Group concerning the election of directors.
- (4) Mr. Lahav has been appointed Chief Executive Officer of Delta Galil, effective November 1, 2006.
- (5) Mr. Kostman has resigned effective July 2006, as CEO of Delta Galil USA.

Dov Lautman is the founder of Delta Galil and has served as the Chairman of the Board of Directors since 1975 and as President and Chief Executive Officer since February 2006. From 1975 to 1996, Mr. Lautman was the Chief Executive Officer of Delta Galil. From 1986 to 1993, Mr. Lautman served as President of the Manufacturers Association of Israel and as the Chairman of the Coordinating Bureau of Economic Organizations of Israel. From 1993 to 1995, Mr. Lautman was the Prime Minister's Special Emissary for Economic Development. Since May 2001, Mr. Lautman has served as the chairman of the executive council of Tel Aviv University.

Isaac Dabah has served as a Director of Delta Galil and as Vice-Chairman of Delta Galil's Board of Directors since November, 2005. He has been the Executive Director of GMM Capital LLC, one of our principal shareholders, since it was formed in January 2005. From 2003 to 2004, Mr. Dabah was CEO of the Denim Division of Jones Apparel Group, which included brands such as Gloria Vanderbilt, Polo Jeans, L.E.I. From 2002 to 2003, Mr. Dabah was CEO of Gloria Vanderbilt, a division of Jones Apparel Group. From 1993 to 2002, Mr. Dabah was CEO of Gloria Vanderbilt Apparel Corp.

Yossi Hajaj has served as Senior Vice President and Chief Financial Officer of Delta Galil since March 2004. From 1999 to 2004 he served as controller and corporate secretary of Delta Galil and from 1997 to 1999 he was Delta Galil's Chief Economist and controller of foreign subsidiaries. Mr. Hajaj is a certified public accountant (Isr.) and holds a B.A. in Accounting and Economics from Tel Aviv University. He was a member of the Investment Committee of Tel Aviv University from 2001 until 2006.

Aviram Lahav has been appointed CEO of Delta Galil, effective November 1, 2006. MR. Lahav has been Senior Vice President since 1997. He served as CEO of Delta Galil's Innerwear USA operations from

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March 2004, and was appointed as CEO of the US Upper Market Division of Delta, which merged the former Textile and Innerwear divisions. From 1997 to 2004 he served as the Chief Financial Officer of Delta Galil. From 1993 to 1997, Mr. Lahav was Chief Executive Officer of Europcar/Eurodollar Israel, a car rental company and, from 1991 to 1993, Chief Financial Officer of Mediterranean Car Agency Ltd. Mr. Lahav is a certified public accountant (Isr).

Michael Fitzgerald Recently appointed Corporate Senior Vice President of Business Development responsible for creating growth opportunities across all divisions doing business in the USA. He served as CEO of Delta Galil USA from 1999 until April 1 2005 , and was named Senior Vice President of Delta Galil in 2002. Mr. Fitzgerald was formerly Chief Executive Officer of Wundies Industries from 1989 until the company was acquired by Delta Galil in 1999. Mr. Fitzgerald started with Wundies in 1974 as manager of the ladies underwear division. He became Vice President of Marketing in 1983. Between 1966 and 1974 Mr. Fitzgerald held various marketing posts at the Buick Division of General Motors, Allied Chemical Fibers Division, and the Coated Fabric Division of Occidental Petroleum. Mr. Fitzgerald holds a Bachelor of Arts Degree from Fordham University and an MBA from the Bernard Baruch College of the City University of New York.

Imad Telhami has served as Senior Vice President and CEO of Delta's Innerwear USA Operation since 2002. He started his career at Delta in 1983 as a sewing plant manager. He managed several sewing plants until he was re-located to manage Delta's facilities in Scotland. In 1996 he returned to Israel when he was promoted to Lingerie Operation Director. In 1999 he was promoted to Director of Delta's Marks and Spencer Operations. Mr. Telhami holds a B.Sc in Industrial Management from Shenkar College in Israel. In March 2004 Mr. Telhami was promoted to SVP and CEO of Delta Galil's European division.

Esti Maoz has been with Delta Galil since its inception in 1975, and has served as Senior Vice President, Global Development and Marketing since November 2002. From September 1991 through October 2002, Ms. Maoz served as the President of Delta Textiles (New York) Ltd. During these years, Ms. Maoz developed and managed the marketing operations within North America. In 1987 Ms. Maoz established the new Ladies Underwear Division and managed the Division through 1991. From 1984 through 1987 Ms. Maoz served as the Corporate Director of Product Development and Design. From 1978 through 1984 Ms. Maoz served as the Manager of all the sewing plants in Delta Galil. Ms. Maoz studied Business and Marketing at the Haifa University in Haifa, Israel. Since April 2005, Ms. Maoz has served on the Board of Directors of Bagir Ltd.

Eytan Stiassnie has been Vice President and C.E.O. of Delta Galil's Sock Division since January 2002 and was named Senior Vice President of Delta Galil Industries in May 2004. He joined Delta Galil in 1989, serving as the manager of information technology for the Sock Division until 1993, when he became the production manager of the Sock Division, a position he held until 1997. From 1997 until 2001 he was operations manager of the Sock Division, and during 2001 he served as vice president of logistics in the Sock Division. Mr. Stiassnie holds a B. Sc. in Industrial Engineering, specializing in Information Technology, from the Technion, Israel Institute of Technology.

Moshe Grencel joined Delta Galil in 2004 as a Senior Vice President Supply Chain Management. From 2001 to 2004 he served as an Executive VP for Global Operations and Supply Chain of Lumenis Ltd. a medical device company. From 1998 until 2000 he served as a General Manager of Elscint Industrial Solutions. In the sixteen years before that he held several managerial positions in Elscint Ltd. Mr. Grencel holds a B.Sc in industrial and management engineering from the Technion, Israel Institute of Technology.

David Kostman has served as Senior Vice President and Chief Executive Officer of Delta Galil USA since April 2005. From 2002 to 2004 he served as Chief Operating Officer of Delta Galil USA. From 2000 to 2002 he served as Chief Operating Officer of Verticalnet, Inc. (Nasdaq: VERT). Prior to that he was a Managing Director at Lehman Brothers' Investment Banking Division in New York where he worked from 1994 to 2000. Mr. Kostman worked at NM Rothschild's Investment Banking Division in London from 1992-1994. Mr. Kostman is a Director of NICE Systems Ltd. (Nasdaq: NICE) and of Utopy, Inc. He holds an MBA from Insead, Fontainebleau (France) and an LL.B. from Tel Aviv University Law School.

Israel Baum has served as a Director of Delta Galil since December 2005. He is currently an entrepreneur, and served as the chief executive officer of Litam Clothing Ltd., an Israeli apparel manufacturer, from 1994 to 2004. From 1998 to 2005 Mr. Baum served on the board of directors of Macpell Industries Ltd., an Israeli apparel company listed on the Tel Aviv Stock Exchange. Mr. Baum holds a B.Sc. in Industrial Engineering and Management from Temple University in Philadelphia.

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Gideon Chitayat, has served as a director since November, 2005. He is the chairman of General Management and Business Strategy Consultant (GMBS) Ltd. and served as its President and Chief Executive Officer from 1985 until 2004. Dr. Chitayat has served as a consultant to chief executive officers and to chairmen of boards of directors of several leading Israeli companies and entities in diversified fields in Israel. His main area of consultancy is competitive strategy. Dr. Chitayat currently serves on the board of directors of Bank Hapoalim and Teva-Israel, a subsidiary of Teva Pharmaceutical Industries Ltd. Dr. Chitayat holds a Ph.D. and an M.A. in Business and Applied Economics from the Wharton School of the University of Pennsylvania, and a M.B.A. (with honors) and B.A. (in Economics) from the Hebrew University in Jerusalem. Dr. Chitayat has held numerous academic positions at leading business schools in the United States and Israel. Dr. Chitayat has published numerous articles and a book on corporate, boards of directors and business issues.

Aharon Dovrat has served as a Director of Delta Galil since December 1998. Mr. Dovrat is the chairman of Dovrat & Co. Mr. Dovrat serves as a Director of Cognifit Ltd., DS Polaris Ltd., and Solgood Communication Ltd. Until April 2005 Mr. Dovrat served as a Chairman of Isal Ltd. and as a Director of Technomatix Technologies Ltd. . Until 2004 he served as a Chairman of Alvarion Ltd. . From 1992 to 1998 Mr. Dovrat was the chairman of the Dovrat, Shrem & Co. S.A., an investment banking firm established in 1991, as well as a Director of Domcar Ltd., Investment Company of Bank Hapoalim Ltd., Oshap Technologies Ltd. and Ordan Industries Ltd. Until 1991 Mr. Dovrat served as managing Director of Clal (Israel) Ltd., one of Israel's largest public investment companies.

Harvey M. Krueger has served as a Director of Delta Galil since August 1999. Mr. Krueger is Vice Chairman of Lehman Brothers and has been involved with that firm and Kuhn Loeb & Co., one of its constituent firms, since 1959. Mr. Krueger currently serves as a Director of Automatic Data Processing Inc., Chaus Inc., and is also Chairman of Stockton Partners Inc. In addition, Mr. Krueger is former Chairman of the Peres Center for Peace, former Chairman of Cooper-Hewitt National Design Museum and the Smithsonian Institution, former and honorary Chairman of the Hebrew University of Jerusalem, and a member of the Board of Directors of and Beth Israel Medical Center (NY) and Continuum Health Partners.

Noam Lautman has been a Director of Delta Galil since October 2001. Mr. Lautman serves as a Director of Nasvax Ltd. (TASE: NSVX) and Collplant Ltd. Mr. Lautman served as Director for New Ventures and Strategic Business Planning at Teva Pharmaceutical Industries Ltd from 2002 to 2006. Mr. Lautman previously served in various managerial positions in several Israeli companies operating in the high-tech field. Mr. Lautman holds a B.Sc in Computer Science and Mathematics and an MBA from New York University. Mr. Lautman is the son of Dov Lautman, the Chairman of the Board of Directors of the Company.

Giora Morag has served as a director of Delta Galil since September 2003. Mr. Morag worked at Bank Hapoalim B.M., for 27 years, until 2002. Mr. Morag held a variety of managerial positions during his career, most recently as the General Manager of the bank's UK branches. From 1996 to 1999 Mr. Morag served as General Manager of American Israel Bank Ltd., a wholly owned subsidiary of Bank Hapoalim. Mr. Morag studied economics and political science at the Hebrew University.

Amnon Neubach has been an independent business consultant since 1997. From January 2001 until May 2003, Mr. Neubach served as the Chairman of the Board of Directors of Pelephone Communications Ltd., an Israeli mobile phone company. From 1995 to 1997, Mr. Neubach served as country advisor to Goldman Sachs in Israel, and from 1990 to 1994 he served as the Minister of Economic Affairs at the Israeli Embassy in Washington, D.C. Mr. Neubach serves as an external director of Mind CTI Ltd. (Nasdaq: MNDO), a software company, Aspen Building and Development Ltd. (TASE: ASBD), a real estate company, Leumi Card (subsidiary of Bank Leumi in Israel Ltd.); and as a director of Direct Insurance - IDI Ltd., a private Israeli insurance company. Mr. Neubach received a B.A. in economics and business administration and an M.A. in Economics from Bar-Ilan University.

Dan Propper has served as a Director of Delta Galil since 1986. Mr. Propper has been the Managing Director of the OSEM Group of Companies since 1981. Until June 1999, Mr. Propper was the President of the Manufacturers Association of Israel and Chairman of the Coordinating Bureau of Economic Organizations of Israel. Mr. Propper is also a member of the Board of Directors of Weizmann Institute and the Technion, Israel Institute of Technology, and Chairman of the Boards of Directors of various industrial companies.

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Arnon Tiberg has served as a Director of Delta Galil since March, 2006. He served as Delta Galil's President and Chief Executive Officer from 1996 until January 2006. Mr. Tiberg previously served as a Director of Delta Galil from 1990 until becoming the Chief Executive Officer in 1996. He is presently a Director of Nilit Ltd., Strauss-Elite Holding Ltd., Kali Insurance Agency Ltd., and The First International Bank of Israel Ltd. Mr. Tiberg is also a member of the Executive Council of the Association of Publicly Traded Companies (of The Tel Aviv Stock Exchange).

Amior Vinocourt has served as a Director of Delta Galil since December 1996. Mr. Vinocourt was a Director of Industrial Building Corporation Ltd., of Ofis Textile Ltd. and Alliance Tyre (1992) Ltd. Until 1995, Mr. Vinocourt was a Director of Neshua Underwriting and Issuing Ltd. and, from 1994 to 1997 a Director of Bank Hapoalim Ltd. Mr. Vinocourt is a Chartered Accountant (F.C.A.) (England) and a Certified Public Accountant (Isr). From 1972 to 1993 Mr. Vinocourt was managing Director of Industrial Finance Corp. Ltd. and the Investment Company for Industrial Development in Israel Ltd.

#### 6B. Compensation of Directors and Executive Officers

The directors of Delta Galil, other than Dov Lautman who is also an employee of Delta Galil, and the directors designated by GMM Capital other than Isaac Dabah, receive a fixed annual compensation of approximately \$8,300 for their services on the board of directors or on any committee thereof. In addition, a sum of approximately \$300 is paid for attending each Board or Board committee meeting and directors are reimbursed for certain approved expenses incurred in connection with their services to Delta Galil. In 2005, Delta Galil's expenses for directors' compensation amounted to a total of approximately \$91,000. The following table sets forth the aggregate compensation paid to or accrued on behalf of all directors and executive officers of Delta Galil as a group for the year ended December 31, 2005.

<TABLE> <CAPTION>		
	Salaries, Directors' Fees, Commissions and Bonuses	Pension, Retirement and Similar Benefits
	-----	-----
<S>	<C>	<C>
All directors and executive officers (consisting of 22 persons).....	\$3.9 million	\$0.3 million
</TABLE>		

As of June 26, 2006, 1,133,514 options to purchase Delta Galil's ordinary shares were outstanding to certain executive officers and key employees (consisting of 8 persons who were granted options). See "Stock Option Plans" below and note 10 of the notes to Delta Galil's consolidated financial statements included in Item 18 of this annual report.

#### 6C. Board Practices

##### Terms of Directors

Delta Galil's directors are elected at the Annual Shareholders Meeting to serve until the next annual meeting of shareholders or until their earlier removal or resignation. Delta Galil's Articles of Association provide that the directors may appoint additional directors (whether to fill a vacancy or to expand the Board), provided the number of directors is less than fifteen or such other maximum number approved at a general meeting of shareholders. The Articles of Association also provide that the Board of Directors may delegate all of its powers to committees of the Board as it deems appropriate.

Under an amendment to the Israeli Companies Law, each Israeli public company is required to determine, no later than April 19, 2006, the minimum number of directors with "accounting and financial expertise" that such company believes is appropriate in light of the particulars of such company and its activities. A director with "accounting and financial expertise" is a person that, due to education, experience and qualifications, is highly skilled and has an understanding of business-accounting issues and financial statements in a manner that enables him/her to understand in depth the company's financial statements and stimulate discussion regarding the manner of presentation of the financial data.

In accordance with the Companies Law, Delta Galil has determined that the minimum number of directors with "accounting and financial expertise" that Delta Galil believes is appropriate, in light of the particulars of Delta Galil and its activities, is two. Under the Companies Law, only one of such "experts" is required to be an external director, as described below.

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Delta Galil or its subsidiaries have not entered into any service contracts with its non-employee directors that provide benefits upon termination of services.

#### External Directors and Audit Committee

Under the Israeli Companies Law, public companies are required to elect two external directors who must meet specified standards of independence. The external directors may not have any economic relationship with the company. External directors are elected by the shareholders. The votes in favor of their election must include at least one-third of the votes of the shareholders attending and voting who are non-controlling shareholders of the company, without taking abstentions into account. This approval requirement need not be met if the total votes of such non-controlling shareholders who vote against the election represent 1% or less of all of the voting rights in the company. External directors serve for a three-year term, which may be renewed for only one additional three-year term. External directors can be removed from office only by the shareholders at the same majority required to elect them, or by a court. External directors may be removed from office only if they cease to meet the statutory qualifications with respect to their appointment or if they breach their duty of loyalty to the company.

Pursuant to the Israeli Companies Law at least one external director is required to have "accounting and financial expertise" and the other is required to have "professional expertise" or "accounting and financial expertise". A director has "professional expertise" if he or she satisfies one of the following:

- (i) the director holds an academic degree in one of these areas: economics, business administration, accounting, law or public administration;
- (ii) the director holds an academic degree or has other higher education, all in the main business sector of the company or in a relevant area for the board position; or
- (iii) the director has at least five years' experience in one or more of the following (or a combined five years' experience in at least two or more of these: (a) senior management position in a corporation of significant business scope; (b) senior public office or senior position in the public sector; or (c) senior position in the main business sector of the company).

The above qualifications do not apply to external directors appointed prior to January 19, 2006, such as our external directors. However, an external director may not be appointed to an additional term unless: (i) such director has "accounting and financial expertise"; or (ii) he or she has "professional expertise", and on the date of appointment for another term there is another external director who has "accounting and financial expertise" and the number of "accounting and financial experts" on the board of directors is at least equal to the minimum number determined appropriate by the board of directors.

Any committee of the board of directors must include at least one external director. An external director is entitled to compensation as provided in regulations adopted under the Companies Law and is otherwise prohibited from receiving any other compensation, directly or indirectly, in connection with his or her service.

If, when an external director is elected, all members of the board of directors of a company are of one gender, the external director to be elected must be of the other gender.

Messrs. Giora Morag and Amnon Neubach serve as external directors of Delta Galil. Their terms expire on September 30, 2006 and December 16, 2006, respectively.

The Companies Law also provides that publicly traded companies must appoint an audit committee. The responsibilities of the audit committee include identifying irregularities in the management of the company's business and approving related party transactions as required by the Companies Law. An audit committee must consist of at least three members and include all of the company's external directors. The chairman of the board of directors, any director employed by the company or providing services to the company on a regular basis, any controlling shareholder or any relative of a controlling shareholder may not be members of the audit committee. An audit committee may not approve an action or a transaction with a controlling shareholder or with an office holder, unless at the time of approval two external directors are serving as members of the audit committee and at least one of the external directors was present at the meeting in which an approval was granted.

In addition, the Companies Law requires the board of directors of a public company to appoint an internal auditor nominated by the audit committee. A person who does not satisfy the Companies Law's independence requirements may not be appointed as an internal auditor. The role of the internal auditor is to

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examine, among other things, the compliance of the company with applicable law and orderly business practice.

Pursuant to the listing requirements of the Nasdaq National Market, Delta Galil is required to have at least two independent directors on its board of directors and to establish an audit committee, at least a majority of whose members are independent of management. Messrs. Morag, Neubach, and Vinocourt, who we believe meet the definitions of independence under the rules of the Securities and Exchange Commission and the Nasdaq National Market, currently serve on Delta Galil's audit committee.

Nasdaq rules require any foreign issuer that follows home country practice in lieu of any qualitative listing requirement to disclose in its annual reports filed with the Securities and Exchange Commission that it does not follow such qualitative listing requirement and to describe the home country practice followed by the issuer in lieu of such requirement. While Delta Galil does have a board of directors the majority of which meets the independence requirements under Nasdaq rules, and Delta Galil does have an independent audit committee, as described above, Delta Galil has decided to follow home country practice in lieu of having an independent compensation committee and in lieu of obtaining shareholder approval for stock option plans. Home country practice does not require having an independent compensation committee. Shareholder approval will be sought for stock options to be granted to persons for whom such approval would be required under Israeli law, such as directors and controlling shareholders, as well as any plans that require shareholder approval for other reasons, such as to achieve tax benefits for the optionees.

#### 6D. Employees

As of December 31, 2005, Delta Galil employed approximately 13,325 employees of these, approximately 10,900 were engaged in production, and the remainder performed administrative, marketing, logistics and other functions.

Following the change in the business environment and the erosion in selling prices Delta Galil decided to implement a Re-organization plan which included a dismissal of approximately 2,100 employees, mainly in the United States and in Israel. See "Item 5 - Operating and Financial Review and Prospects - Overview."

The following table shows the geographical distribution of Delta Galil's employees, as of December 31, 2005:

Country	Number of Employees
-----	-----
Egypt	5,363
Israel	2,357
Jordan	2,311
Far East	2,195
United States	815
United Kingdom	186
Other	98
-----	-----
Total	13,325
	=====

Many factory employees are eligible for bonuses based upon the number of units such employees produce in any given day. Delta Galil has not experienced any significant labor stoppages.

Certain collective bargaining agreements between the General Federation of Labor in Israel, known as the "Histadrut," and the Coordination Bureau of Economic Organizations (including the Industrialists' Association of Israel) are applicable to Delta Galil's employees in Israel. In addition, a collective bargaining agreement relating to members of the Industrialists' Association, which governs employee relations in the textile and clothing industry, applies to all of Delta Galil's textile employees in Israel. These agreements concern, among other things, the maximum length of the work day and the work week, minimum wages, contributions to a pension fund, insurance for work-related accidents, procedures for dismissing employees, determination of severance pay and other conditions of employment. Furthermore, under these agreements, the wages of most of Delta Galil's employees are automatically adjusted in accordance with the cost-of-living adjustments as determined on a nationwide basis and under agreements with the Histadrut based on changes in the Israeli consumer price index. The amounts and frequency of such adjustments are modified from time to time.

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Israeli law generally requires the payment by employers of severance pay upon the retirement or death of an employee or upon termination of employment by the employer or, in certain circumstances, by the employee. Delta Galil currently funds its on-going severance obligations by making monthly payments to pension funds, employee accounts in a provident fund and insurance policies. In addition, according to the Israeli National Insurance Law, Israeli employees and employers are required to pay specified amounts to the National Insurance Institute. Since January 1, 1995, such amounts also include payments for national health insurance payable by employees. Until June 30, 2005 the payments to the National Insurance Institute are determined progressively in accordance with the wages and range from 10.4% to 16.3% of wages, of which the employee contributes between 43% and 64% and the employer contributes the balance. Due to a change in the Israeli National Insurance Law, starting July 1, 2005, the range is 9.8% to 16.1% of wages, of which the employee contributes between 46% and 65%. Starting January 1, 2006 the range is 8.5% to 17.7% of wages, of which employee contributes between 41% and 68%. A majority of Delta Galil's permanent employees are covered by life and pension insurance policies providing customary benefits to employees, including retirement and severance benefits. Delta Galil generally contributes up to 15.8% (depending on the employee) of base wages to such plans and the permanent employees contribute 5.0% of their base wages.

In addition, approximately 100 employees of Delta Galil's U.S. subsidiary are subject to a collective bargaining agreement.

#### 6E. Share Ownership

See table under Item 7: "Major Shareholders and Related Party Transactions" below.

#### Stock Option Plans

Delta Galil has five stock option plans. The total shares that may be issued upon exercise of all outstanding options represent approximately 11% of the outstanding share capital of Delta Galil excluding 1,206,802 ordinary shares held by the company and 45,882 shares held by a trustee in connection with Delta Galil's stock option plan after taking into account shares issuable upon exercise of these options, as of June 12, 2006.

#### 1998 Stock Option Plan

In May 1998, Delta Galil adopted an option plan to retain and attract qualified persons as employees and officers and to motivate such persons by providing them with an equity participation. The stock option plan is designed to afford the participants tax benefits under Section 102 of the Israeli Income Tax Ordinance. Options issued under the stock option plan are to be held in trust by ESOP Trust Company Ltd., as trustee, for a period of at least two years from the date of grant pursuant to the requirements of the Income Tax Ordinance. Shares issued upon exercise of options will be held by the trustee until the option holder pays applicable taxes. Unexercised options are not entitled to a vote while held by the trustee.

Options granted under the stock option plan vest over a period of three years in four equal tranches, the first of which vested in August 1998. The options are subject to restrictions on transfer, sale or hypothecation. Options may only be exercised commencing on the date that is two years after the date such options vested and they expire five years after vesting. Restrictions on disposition of options lapse according to the terms of the stock option plan under which those options are granted.

As of December 31, 2005, Delta Galil had outstanding under this plan options to purchase up to 37,130 ordinary shares at an exercise price of \$8.297 per ordinary share, converted to NIS on the date of the exercise. The exercise price is equal to 90% of the Tel Aviv Stock Exchange closing price on the last day of trading prior to the board of directors' approval of the plan. All of these options were granted to executive officers of Delta Galil and its subsidiaries.

#### Executive Option Plan

In addition, Delta Galil has granted to Arnon Tiberg, Delta Galil's President and Chief Executive Officer until January 31, 2006, options to acquire 100,000 ordinary shares. The options were approved by the board of directors and the audit committee in September 1998, and at a shareholders' meeting on October 14, 1998. The option's exercise price is \$7.90 per share converted to NIS on the date of the exercise. The exercise price is equal to 90% of the Tel Aviv Stock Exchange closing price on the last day of trading prior



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to the board of directors' approval of the plan. As of December 31, 2005 all of the said options are fully vested. As of December 31, 2005, Delta Galil had outstanding under this plan options to purchase up to 25,000 ordinary shares.

#### 2000 Stock Option Plan

In June 2000, Delta Galil adopted a new stock option plan. Under the new plan, options to purchase 809,000 ordinary shares, including an additional 100,000 options to Arnon Tiberg, Delta Galil's President and Chief Executive Officer till January, 2006, will be granted to 70 employees. As of June 10, 2006, 119,375 options that were granted to 20 employees were forfeited, upon the termination of their employment and 194,750 options were expired without being exercised. The options vest over a three-year period and have an exercise price of \$21.07, equal to the Tel Aviv Stock Exchange closing price on the last day of trading prior to the board of directors' approval. The options are to be held in trust by ESOP Trust Company Ltd., as trustee, for a period of at least two years from the date of grant pursuant to the requirements of the Income Tax Ordinance. As of December 31, 2005 all of these options were fully vested. As of December 31, 2005, Delta Galil had outstanding under this plan options to purchase up to 494,875 ordinary shares for purchase.

#### 2002 Stock Option Plan

In October 2002 Delta Galil adopted a fourth stock option plan, under which options to purchase up to 1,100,000 ordinary shares may be granted. Under the plan, options to purchase up to 1,004,500 ordinary shares were granted to 97 employees, including an additional 100,000 options to Arnon Tiberg, Delta Galil's President and Chief Executive Officer till January, 2006. The options vest over a four-year period and have an exercise price of \$9.00. The options are to be held in trust by ESOP Trust Company Ltd., as trustee, for a period of at least two years from the date of grant pursuant to the requirements of the Israeli Income Tax Ordinance. The options vest in four equal batches. The first, second, third and fourth batches will vest in November 2003, 2004, 2005 and 2006 respectively. The options are exercisable over a three-year period, commencing one year after the vesting date of the first batch and on the vesting date of the second, third and fourth batch. Under the same plan, in May 2003 the Company granted 30,000 options to three employees of the group at an exercise price of \$10.76. The options are exercisable over a three years period, commencing one year after the vesting date of the first batch and on the vesting date of the second, third and fourth batch. On March and August 2004 the Company granted 80,000 and 30,000 options respectively to six and one employees of the group respectively at an exercise price of \$15.35 and \$12.74, respectively. The options are exercisable over a three-year period, commencing one year after the vesting date of the first batch and on the vesting date of the second, third and fourth batch. All options granted after January 1, 2003 may be exercised only following the elapse of two years after the end of the year in which the options were granted. As of December 31, 2005, Delta Galil had outstanding under this plan options to purchase up to 865,000 ordinary shares. As of June 10, 2006 options to purchase an additional 100,000 shares remain available for grant under the plan. As of June 10, 2006, 144,500 options that were granted to twenty six employees were forfeited upon the termination of their employment.

#### 2006 Stock Option Plans

In May 2006 the Board of Directors approved two option plans, one for Israeli and other non-U.S. employees and the other for U.S. employees. A total of up to 1,400,000 options, representing approximately 6.5% of Delta Galil's issued capital on a fully diluted basis, may be issued under the plans. Of such number, 1,100,000 options are issuable under the plan for Israeli and other non-U.S. employees and 300,000 options are issuable under the plan for U.S. employees. Each option may be exercised for one ordinary share of Delta Galil's, pursuant to terms of the relevant option plan.

A total of 1,295,018 options were granted and 104,982 options remain available for future issuances under the plans. The exercise price of 845,016 options granted in May 2006 is \$8.43 equal to the closing price of the ordinary shares on the Tel Aviv Stock Exchange on May 11, 2006 converted to US dollars based on the exchange rate of the US dollar on that date. The exercise price of 425,000 options granted on June 7, 2006 is \$7.26, equal to the closing price of the ordinary shares on the Tel Aviv Stock Exchange on June 7, 2006 converted to US dollars and the exercise price of 25,002 options granted on June 25, 2006 is \$7.59, equal to the closing price of the ordinary shares on the Tel Aviv Stock Exchange on that day. Of the 1,295,018 options granted, 766,014 were granted to senior employees. The plan for Israeli employees, which will be treated under the capital gains track under Section 102 of the Israeli Income Tax Ordinance, is subject to the approval of the Israeli Tax Authority. Treatment of the options granted under the plan for U.S. employees as incentive stock options,



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which have certain tax benefits for those receiving the options, is subject to shareholder approval at the Company's next shareholders meeting.

The options granted vest over up to a four-year period and are exercisable over a period of three years after vesting. The vesting of 277,000 options, granted to 11 senior employees, are subject to achievement of financial performance goals. Of these options, 141,000 will vest if our pre-tax net income, excluding one-time capital gains, is at least U.S \$27.5 million in 2007, and 136,000 will vest if the Company's pre-tax net income, excluding one-time capital gains, is at least U.S \$32.5 million in 2008. The fair value of the option granted, based on the Black and Scholes model, is approximately \$1.9 million and will be included in the financial statements over the vesting period.

As of June 26, 2006, 2,852,023 options to purchase Delta Galil's ordinary shares were outstanding to certain executive officers and key employees.



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ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7A. Major Shareholders

The following table sets forth stock ownership information (including all ordinary shares represented by ADSs) as of June 12, 2006, with respect to:

- 1) Each person who is known by Delta Galil to be the beneficial owner of more than 5% of Delta Galil's outstanding ordinary shares; and
- 2) Directors and senior management (on an individual basis);

Except where otherwise indicated, Delta Galil believes, based on information furnished by such owners, that the beneficial owners of the ordinary shares listed below have sole investment and voting power with respect to such shares. The shareholders listed below do not have any different voting rights from any other shareholders of Delta Galil. Other than as disclosed below, none of Delta Galil's directors beneficially owns 1% or more of Delta Galil's outstanding ordinary shares.

<TABLE>

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Name	Number of Ordinary Shares Beneficially Owned	Percent of Ordinary Shares Outstanding(1)
----	-----	-----
<S>	<C>	<C>
GMM Capital, LLC(2)	5,323,793	28.5%
Dov Lautman(3)	4,644,993	24.8%
Menorah Holdings Ltd. (4)	996,061	5.3%
Arnon Tiberg-Director(5)	672,588	3.6%
Amior Vinocourt-Director (6)	63,501	0.3%
Aharon Dovrat-Director	30,050	0.16%
Harvey Krueger-Director	5,000	0.03%
	-----	-----
Officers and directors as a group (aggregate)	11,735,986	62.78%
	=====	=====

</TABLE>

- (1) Based on 18,695,165 ordinary shares outstanding, excluding 1,206,802 ordinary shares held by the Company and excluding 45,882 ordinary shares held by a trustee in connection with Delta Galil's stock option plans.
- (2) The sole member of GMM Capital, LLC is GMM Trust. The trustees of GMM Trust are Isaac Dabah, Ivette Dabah (Mr. Dabah's wife) and Donald Hecht the administrator trustee.
- (3) Includes 3,264,336 shares held by Nichsei Adinoam Ltd. and 1,380,657 shares held by N.D.R.L. Investments (1998) Ltd., each of which is a company controlled by Dov Lautman. Noam Lautman is also a director of each of these companies.
- (4) Includes shares held by Menorah Holdings Ltd. , as well as shares held by pension funds and provident funds affiliated with Menorah.
- (5) Includes 439,150 shares held by Ha'lakuach Ha'Neeman (65) Ltd., a company controlled by Mr. Tiberg and 58,438 held by Mr. Tiberg. Also includes vested options held by Mr. Tiberg to purchase 175,000 ordinary shares, as follows: Options to acquire 25,000 ordinary shares have an exercise price of \$7.90 per share converted to NIS on the date of the exercise, are fully vested, and are exercisable until November 2006. Options to acquire an additional 75,000 ordinary shares have an exercise price of \$21.07 per share converted to NIS on the date of the exercise, and are fully vested. Of these options, 25,000 are exercisable until August 2006, 25,000 are exercisable until August 2007 and 25,000 are exercisable until August 2008. Options to acquire an additional 100,000 Ordinary Shares have an exercise price of \$9.00 per share converted to NIS on the date of the exercise. These options vest in equal tranches over four years commencing in November 2003, and expire three years after vesting. Of these 100,000 shares, 75,000 that have vested and are included above.
- (6) Held through Vinocourt Achzakot Ltd., a company controlled by Mr. Vinocourt.

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#### Shareholders Agreements

Dov Lautman, the Chief Executive Officer of the company and the Chairman of the Board of Directors of Delta Galil, and two companies through which he holds shares in Delta Galil, N.D.R.L. Investments (1998) Ltd. and Nichsei Adinoam Ltd., (collectively, the "Lautman Group"), have a shareholders agreement with GMM Capital.

The shareholders agreement provides, among other things, that:

- o GMM Capital is entitled to nominate 30% of the members of Delta Galil's board of directors, excluding external directors, with fractions rounded up to the next whole number, and Mr. Lautman is entitled to nominate the remainder of the members of the board, excluding external directors;
- o Delta Galil may not issue, allot or grant options over or conversion rights into its unissued share capital without the prior consent of GMM Capital unless as part of a pro rata distribution of fully paid up bonus shares; and
- o New appointments of a Chief Executive Officer of Delta Galil shall require the consent of GMM Capital.
- o The prior approval of GMM Capital and the Lautman Group shall be required for actions by Delta Galil or its subsidiaries with respect to (i) acquisitions, dispositions or licenses of assets or businesses, other than in the ordinary course of business consistent with past practice, involving consideration with a value of more than 5% of the total assets of the Company, (ii) public issuances or private placements of bonds or similar debt securities or the payment of dividends in any fiscal year in excess of 5% of the total consolidated assets of the Company, (iii) the approval of the annual capital expenditure budget of Delta Galil and any material modification thereof, if the aggregate amount contemplated by such capital expenditure budget to be spent exceeds certain pre-defined thresholds and (iv) any merger, consolidation, recapitalization or equivalent transaction involving Delta Galil (other than certain intercompany transactions) or the commencement of any bankruptcy or insolvency proceedings or liquidation or winding up of the Company; and
- o The approval of the annual operating budget of Delta Galil and any material modification thereof shall require the approval of a majority of the board of directors of Delta Galil .

In addition, the Lautman Group and GMM Capital each granted the other a right to purchase any Delta Galil shares that the other party beneficially owns and proposes to sell to unaffiliated third parties.

The term of the shareholders agreement will expire on the earlier to occur of: (i) the date on which GMM Capital holds less than 10% of the equity rights of Delta Galil and (ii) the date on which the Lautman Group hold less than 10% of the equity rights of the Company, provided that GMM Capital then owns at least 2.5 times the number of shares held by the Lautman Group.

As of June 10, 2006, GMM Capital owned 28.5% and the Lautman Group owned 24.8% of the outstanding ordinary shares of Delta Galil.

As of June 10 2006, Delta Galil had 23 shareholders of record resident in the United States, accounting for 29.3% of the outstanding ordinary shares. One U.S. shareholder, GMM Capital, holds 28.5% of the outstanding ordinary shares.

#### 7B. Related Party Transactions

See "Item 10: Additional Information--Approval of Related Party Transactions under Israeli Law."

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ITEM 8: FINANCIAL INFORMATION

8A. Consolidated Statements and Other Financial Information

See Delta Galil's consolidated financial statements included in Item 18 of this annual report. No significant change has occurred since the date of the consolidated financial statements included herein, except as otherwise described in this report or in other published reports of Delta Galil.

Legal Proceedings

From time to time, Delta Galil is involved in legal proceedings relating to claims arising out of its operations in the normal course of business, including claims made by employees and former employees.

Delta Galil believes that there are no legal proceedings pending or threatened against it or any of its properties that may have significant effects on its financial position or profitability.

Dividends

Delta Galil has distributed cash dividends to its shareholders from time to time in the past and will continue to consider, on a quarterly basis, the payment of dividends to its shareholders. However, Delta Galil does not have an established dividend policy, and the amount of future dividends, if any, will be determined from time to time by the board of directors in light of Delta Galil's earnings, financial condition, capital requirements and other factors.

Following is a breakdown of dividends per ordinary share paid in the last four fiscal years:

2002	2003	2004	2005
----	----	----	----
\$0.37	\$0.52	\$0.45	--
=====	=====	=====	==

ITEM 9:

9A. OFFER AND LISTING

Delta Galil's ordinary shares have been listed on the Tel Aviv Stock Exchange since 1982. The ordinary shares are not listed on any other stock exchange and have not been publicly traded outside Israel.

In the United States, ADSs evidenced by American Depositary Receipts (ADRs) represent fully paid ordinary shares of Delta Galil and each ADS represents one fully paid ordinary share. The ADSs are issued pursuant to a Deposit Agreement entered into by Delta Galil and The Bank of New York, as depositary. The Bank of New York's address is 101 Barclay Street, New York, New York 10286. On March 25, 1999, trading of Delta Galil's ADSs commenced on the Nasdaq National Market under the symbol DELT.

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The table below sets forth for the periods indicated (i) the high and low last reported prices of the ordinary shares (in nominal NIS and dollars) on the TASE, and (ii) the high and low sales prices of the ADSs as reported on the Nasdaq since the year 2001. The translation into dollars is based on the daily representative rate of exchange on the last day of each period, as published by the Bank of Israel.

<TABLE>  
<CAPTION>

	Ordinary Shares				ADS Equivalents	
	High		Low		High	Low
	NIS	\$	NIS	\$	\$	\$
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Year Ending December 31, 2001:	59.18	14.38	33.33	7.64	14.63	7.58
Year Ending December 31, 2002:	49.35	10.99	32.89	6.76	10.83	6.69
Year Ending December 31, 2003:	76.80	17.19	46.71	9.76	16.97	9.33
Year Ending December 31, 2004:						
First Quarter.....	74.40	16.81	66.60	14.72	15.72	14.31
Second Quarter.....	72.60	16.14	66.60	14.72	16.15	13.91
Third Quarter.....	72.82	16.25	52.75	11.63	15.48	11.76
Fourth Quarter.....	55.10	12.34	40.20	9.19	12.65	9.35
Year Ending December 31, 2005:						
First Quarter.....	48.38	11.05	38.92	8.89	11.35	9.14
Second Quarter.....	41.67	9.53	29.56	6.46	9.81	6.50
Third Quarter.....	36.07	8.06	28.05	6.08	8.10	5.97
Fourth Quarter.....	33.20	7.08	28.00	6.10	7.26	5.96
Most Recent Six Months						
December 2005	30.70	6.70	28.00	6.10	6.65	5.96
January 2006	32.55	7.07	27.95	6.04	6.79	6.16
February 2006	30.48	6.54	28.80	6.12	6.50	6.05
March 2006	34.86	7.48	29.49	6.27	7.47	6.45
April 2006	32.27	7.02	30.05	6.52	7.31	6.55
May 2006	37.75	8.53	31.80	7.04	8.41	7.06

&lt;/TABLE&gt;

As of June 25, 2006, the last reported price of the ordinary shares on the TASE was NIS 33.91 (\$7.59) and the last reported price per ADS on Nasdaq was \$7.66. Fluctuations in the exchange rate between the NIS and the dollar may affect the price of the ordinary shares on the TASE and, as a result, may affect the market price of the ADSs in the United States.

9B. Plan of Distribution

Not applicable

9C. Markets

Not applicable

9D. Selling Shareholders

Not applicable

9E. Dilution

Not applicable

9F. Expense of the Issue

Not applicable

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ITEM 10: ADDITIONAL INFORMATION

10A. Share Capital

Not applicable

10B. Memorandum and Articles of Association

Delta Galil is registered with the Israeli Registrar of Companies as a public company, with registration number 52-002560-2. Delta Galil's Articles of Association provide that Delta Galil's objects may include any activity permitted by law, and that Delta Galil can also contribute reasonable amounts to worthwhile causes even if such contributions are not based on profit-oriented business considerations.

Approval of Related Party Transactions under Israeli Law

The Companies Law governs the relationships between a company and its "Office Holders." Under the Companies Law, an Office Holder is a director, general manager, chief business manager, deputy general manager, vice general manager, any other person assuming the responsibilities of any of the foregoing positions without regard to such person's title or any other manager directly subordinate to the general manager.

Disclosure of Personal Interest

A director who has a personal interest in a transaction that is considered at a meeting of the board of directors or the audit committee may not be present during the board of directors or audit committee discussions and may not vote on that matter. If a majority of the members of the audit committee or of the board of directors has a personal interest in the matter, the director can participate and vote at such audit committee or board meeting, provided, however, that if the majority of the members or the directors has a personal interest in the transaction, shareholder approval will be also required.

The Companies Law requires that an office holder and any controlling shareholder promptly disclose to the company any personal interest that he may have, including disclosure of any corporation in which he is a 5% or greater shareholder, director or general manager or in which he has the right to appoint at least one director or the general manager. In addition, an office holder and any controlling shareholder must disclose any and all material information known to him, in connection with any existing or proposed transaction by the company. In addition, if the transaction is an "Extraordinary Transaction", the office holder or controlling shareholder must also disclose any personal interest held by such person's spouse, siblings, parents, grandparents, descendants, spouse's descendants and the spouses of any of the foregoing. An Extraordinary Transaction is a transaction that is not in the company's ordinary course of business, or not at market terms or that may materially affect the company's profitability, assets or liabilities.

Directors' Compensation

Delta Galil's Articles provide that, unless otherwise approved at a general meeting, each director shall be paid the same remuneration as paid to each of Delta Galil's external directors. Remuneration of external directors is limited by regulations issued under the Companies Law. The directors will be entitled to be reimbursed for reasonable expenses incurred by them in performing their services as directors.

Board Approval

As more fully described below, depending on the circumstances, approvals of related-party transactions may be required at three levels: board approval, audit committee approval and shareholder approval.

The Companies Law provides that transactions between a company and its office holders, , as well as transactions with a company in which an office holder has a personal interest, which are not Extraordinary Transactions, require the approval of the board of directors, unless another manner of approval is provided by the articles of association. The transaction may not be approved if it is adverse to the company's interest. All arrangements as to compensation of the General Manager, the Chief Executive Officer and the President require approval of Delta Galil's board of directors. Unless otherwise determined by the board of directors, the compensation arrangements of office holders, other than the directors, General Manager, CEO and/or

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President, are at the discretion of the General Manager of Delta Galil. With respect to transactions that are related to the terms of service of a director see "Shareholder Approval" below.

#### Audit Committee and Board Approval

The Companies Law requires approval by both the audit committee and the board of directors for, inter alia, the following types of actions or transactions:

- o proposed transactions in which an office holder has a direct or indirect personal interest and which is beyond the scope of the ordinary course of the company's business, which is not in accordance with market conditions or which may materially influence the earnings, assets or liabilities of the company; and
- o transactions concerning exculpation, indemnification or insurance of an office holder, other than a director.

#### Shareholder Approval

The Companies Law also provides that, in addition to approval of the audit committee and the board of directors, the shareholders must approve the following, unless there in the Companies Law or the regulations promulgated thereunder provides an exemption for such a case:

- o an Extraordinary Transaction between a public company and a controlling shareholder, including a private placement;
- o an Extraordinary Transaction with a third party in which a controlling shareholder of the company has a personal interest;
- o the terms of employment of a controlling shareholder (or of such person's spouse, siblings, parents, grandparents, offspring, spouse's offspring and the spouses of any of the foregoing), if he is an employee of the company; and if he is an office holder of the company - the terms of his engagement or service; and
- o terms of service of directors, including exculpation, indemnification, insurance or compensation and terms of their employment in other positions in the company).

The shareholder approval required for such an Extraordinary Transaction must constitute at least one-third of the voting shareholders who have no personal interest in the transaction and does not include abstentions. The transaction can be approved by shareholders without the required one-third approval, if the total holdings of those shareholders who have no personal interest and voted against the transaction do not represent more than 1% of the voting rights in the company.

#### Borrowing Powers

Article 50 of Delta's Articles of Association provides that Delta Galil may, from time to time, at its discretion, borrow or secure the payment of any sum or sums of money for its purposes. Article 51 provides that Delta Galil may raise the funds for or secure the repayment of such sums in such manner, at such times and upon such terms and conditions as it deems fit and, in particular, by the issuance of bonds, perpetual or redeemable debentures, debenture stock, or any mortgages or charges, on the present or future property of Delta Galil, including its uncalled capital at that time and its called but unpaid capital.

#### Change of Control

The Companies Law provides that an acquisition of shares in a public company must be made by means of a tender offer if, as a result of the acquisition, the purchaser would become a 25% shareholder of the company. This rule does not apply if there is already another 25% shareholder of the company or if the acquisition is from a shareholder that holds 25% or more of the voting rights of the company. Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a tender offer if, as a result of the acquisition, the purchaser would become a holder of more than 45% of the voting rights of the company, unless there is another person holding at that time more than 45% of the voting rights of the company or if the acquisition is from a shareholder that holds 45% or more of the voting rights of the company.



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The Companies Law provides that mergers require the approval of the board of directors and the shareholders of the merging parties. Under a recent amendment to the Companies Law, a merger with a wholly owned subsidiary does not require the approval of the target company's shareholders. Furthermore, a merger does not require approval of the surviving company's shareholders if (i) the merger does not require amending the surviving company's memorandum of association or articles of association and (ii) the surviving company does not transfer more than 25% of its voting power as a result of the merger and pursuant to the transfer no shareholder would become a controlling shareholder. Approval of the surviving company's shareholders would, nevertheless, be required if the other party to the merger, or a person holding more than 25% of the outstanding voting shares or means of appointing the board of directors of the other party to the merger, holds any shares of the surviving company. For purposes of the shareholder vote of each party, unless a court rules otherwise, the merger will not be deemed approved if a majority of the shares not held by the other party, or by any person, including that person's relatives and any company that person controls, who holds 25% or more of the shares or has the right to appoint 25% or more of the directors of the other party, have voted against the merger. Shareholder approval of mergers will be by a simple majority vote cast at a general meeting of shareholders, not counting abstentions.

#### Shareholders Meetings

Annual general meetings of shareholders are held once every year at such time, within a period of not more than 15 months after the last annual general meeting, and convene at such place as determined by the board of directors. The board of directors may call an extraordinary general meetings of shareholders and is obligated to do so upon a written request in accordance with the Companies Law as described below. The Companies Law provides that an extraordinary general meeting of shareholder may be called by the board of directors or by a request by two directors or 25% of the directors in office, or by shareholders holding at least 5% of the issued share capital of the company and at least 1% of the voting rights, or of shareholders holding at least 5% of the voting rights of the company. Delta Galil generally must give advanced notice of a general meeting to its shareholders of record at least twenty-one days prior to the meeting.

#### Quorum; Voting Rights; Record Date

The required quorum for any general meeting is two or more shareholders present in person or by proxy and holding at least thirty-three and one-third percent (33(1)/3%) of the issued voting shares. On all matters submitted to a vote of shareholders, holders of ordinary shares have one vote for each ordinary share. Such voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future. Under the Companies Law, the board of directors can set a record date for the purpose of a shareholder vote. The record date may be between four and twenty one days before the date of the meeting.

#### Directors

##### Election of Directors

Delta Galil's ordinary shares do not have cumulative voting rights with regard to the election of directors. As a result, the holders of ordinary shares that represent at least 51% of the voting power have the power to elect all the directors. Directors are elected annually by the shareholders at the annual meeting. Directors hold office until the conclusion of the next annual meeting or until their removal or resignation at an earlier date. A director is not required to retire at a certain age and need not be a shareholder of Delta Galil.

##### Meetings of the Board of Directors

The required quorum for any Board at least thirty percent (30%) of the current number of directors.

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Description of Share Capital

Authorized Shares

Delta Galil's authorized share capital consists of 26,000,000 ordinary shares, par value NIS 1.00 per share.

Transfer of Shares; Non-Assessability

Fully paid ordinary shares are non-assessable and are issued in registered form. They may be freely transferred pursuant to the Articles of Association unless such transfer is restricted or prohibited by another instrument.

Foreign Ownership

Delta Galil's Memorandum and Articles of Association do not restrict in any way the ownership of ordinary shares by nonresidents of Israel and neither the Memorandum of Association nor Israeli law restricts the voting rights of non-residents of Israel, other than citizens or residents of countries that are in a state of war with Israel.

Distribution of Dividends

Delta Galil's ordinary shares are entitled to the full amount of any cash or share dividend, declared by the Company. Delta Galil may declare a dividend to be paid to the holders of ordinary shares in accordance with their rights and interests in the profits of Delta Galil. In the event of liquidation, after satisfaction of liabilities to creditors, the assets of Delta Galil will be distributed to the holders of ordinary shares in proportion to the nominal value of their respective holdings. This right may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future by a special resolution of the shareholders of Delta Galil.

Under the Companies Law, dividends may be paid only out of accumulated earnings or out of net earnings for the two years preceding the distribution of the dividends as calculated under the Companies Law. Dividends may be paid only if there is no reasonable concern that the distribution of dividends will prevent the company from meeting its existing and foreseeable obligations as they become due.

The Articles provide that the distribution of cash dividends and the amount to be distributed is made by the board of directors. The distribution of dividends in kind requires shareholder approval after receiving the recommendations of the board of directors.

Modification of Class Rights

The Articles may be amended by a resolution approved by the holders of at least 66% of the shares represented at the shareholders' general meeting and voting thereon, without taking abstentions into account. The rights attached to any class of shares such as voting, dividends and the like, unless otherwise provided for by the terms of issue of such class, may be varied with the consent in writing of all of the holders of the issued shares of the class, or with the adoption of a resolution by at least 66% of the ordinary shares present and voting at a shareholders meeting. This special majority is greater than the simple majority required by the Companies Law.

American Depositary Receipts

The description of American Depositary Receipts appearing in Delta Galil's Registration Statement on Form F-1 (Registration No. 333-10062) filed with the Securities and Exchange Commission on February 26, 1999 is incorporated herein by reference.

Directors and Officers Indemnification and Insurance

Delta Galil has obtained directors' and officers' liability insurance covering the officers and directors of Delta Galil and its subsidiaries for claims arising from wrongful acts they committed in their capacity as an officer or a director. Delta Galil has also issued indemnity undertakings to its office holders to indemnify them for amounts that they may be obligated to pay in litigation related to their service to Delta

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Galil arising in one of the types of events enumerated in the undertaking. Such indemnification is capped at an aggregate of \$15 million for all office holders in respect of the same series of events, less any amount reimbursed by Delta Galil's directors and officers insurance, provided however, that the total amount of indemnity may not exceed 25% of the shareholders' equity of Delta Galil on the date of the payment of amounts pursuant to the undertaking.

#### 10C. Material Contracts

Delta Galil entered into an amendment to the Stock Purchase Agreement relating to the acquisition of Burlen Corporation. For a description of this amendment see Item 4 "Information on the Company - Recent Acquisitions". During 2006, Delta Galil entered into two amendments to its U.S bank credit agreement. For a description of a recent amendment to the credit facility of Delta Galil USA Inc. see "Item 5 - Operating and Financial Review and Prospects - Liquidity and Capital Resources - Debt." In May 2006, Delta Galil adopted two option plans. For a description see Item 6E "Share Ownership - Stock Option Plans."

#### 10D. Exchange Controls

Non-residents of Israel who acquire any of the ADSs or ordinary shares using non-Israeli currencies will be able to convert dividends, liquidation distributions and the proceeds from the sale of such ADSs or ordinary shares, into non-Israeli currencies at the rate of exchange prevailing at the time of conversion provided that Israeli income tax has been paid (or withheld) on such amounts.

Israeli residents are eligible to purchase securities of Israeli and non-Israeli companies, and are eligible to purchase the ADSs or ordinary shares.

#### 10E. Israeli Taxation

Following is a short summary of the tax regime applicable to corporations in Israel, with special reference to its effect on Delta Galil. This discussion also includes specified Israeli tax consequences to holders of our ordinary shares and Israeli Government programs benefiting us. The following is not intended, and should not be construed, as legal or professional tax advice and is not exhaustive of all possible tax considerations.

##### Corporate Tax Rate

The regular tax rate in Israel in 2005 is 34%. This rate is currently scheduled to decrease to 31% in 2006, to 29% in 2007, and 25% until the year 2010 for undistributed earnings. However, the effective tax rate of a company, which derives income from an approved enterprise, may be considerably less, as further discussed below.

Law for the Encouragement of Industry (Taxes), 1969 (the "Industry Encouragement Law")

Delta Galil believes that it currently qualifies as an Industrial Company pursuant to the Industry Encouragement Law. As such, Delta Galil qualifies for certain tax benefits, including amortization of the purchase price of a good-faith acquisition of a patent or of certain other intangible property rights at the rate of 12.5% per annum and the right to file consolidated tax returns with its subsidiaries qualified as an Industrial Company and operating under the same industry]. The tax laws and regulations dealing with the adjustment of taxable income for local inflation provide that industrial enterprises such as Delta Galil which qualify as an Industrial Company can claim special rates of depreciation such as up to 40% on a straight line basis for industrial equipment.

Eligibility for the benefits under the Industry Encouragement Law is not subject to receipt of prior approval from any government authority. Delta Galil cannot assure you that it presently qualifies as an "Industrial Company," it will continue to qualify as such in the future, or that the benefits will be granted in the future.

Law for the Encouragement of Capital Investments, 1959 (the "Investment Law")

Industrial projects of Delta Galil have been granted the status of an "Approved Enterprise" under the Investment Law. This law provides that capital investments in production facilities may, upon application

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to the Israel Investment Center, be designated as an Approved Enterprise. Each certificate of approval for an Approved Enterprise relates to a specific investment program delineated both by its financial scope, including its capital sources, and by its physical characteristics, i.e., the equipment to be purchased and utilized pursuant to the program. The tax benefits derived from any such certificate of approval relate only to taxable profits attributable to the specific program, based upon criteria set in the certificate of approval. In the event that Delta Galil, which has been granted Approved Enterprise status, is operating under more than one approval or that its capital investments are only partly approved (a "Mixed Enterprise"), its effective corporate tax rate will be the result of a weighted combination of the various applicable rates.

Income derived from an Approved Enterprise is subject to a tax rate of 25%, rather than the usual rate in 2005 of 34% (as mentioned above, gradually scheduled to be reduced to 29% in 2007 and to 25% until the year 2010), for a period of ten years, commencing with the year in which the Approved Enterprise first generates taxable income. This period cannot extend beyond 12 years from the year of commencement of operations or 14 years from the year in which approval was granted, whichever is earlier. Income derived from an Approved Enterprise located in Area A, which have been approved after January 1, 1997 are exempt from income tax in the first two years.

Delta Galil first derived income from some of the abovementioned Approved Enterprises in 1999. In 1999, Delta Galil used tax benefits estimated at approximately \$ 1.6 million. Due to losses for tax purposes accumulated prior to 1999 and in the years 2000 - 2005, Delta Galil had not used any of the tax benefits to which it is entitled under these government programs in these years, except with respect to accelerated depreciation on real estate property. The remaining tax benefits may be available for use in future years, under the abovementioned periods of 12 years from the year of commencement of operations and 14 years from the year of the grant of approval.

Under the Approved Enterprise programs, Delta Galil has received grants totaling \$ 1.1 million in 2003 and in 2004 and none in 2005. The government of Israel has gradually reduced the investment grants available from 38% of eligible capital expenditures in 1996 to 24% of eligible capital expenditures in 1998 and thereafter.

This lower grant rate applies to any applications in 1998 or thereafter. There can be no assurance that the Israeli government will not further reduce these investment grants.

Delta Galil is a "Foreign Investors Company" ("FIC"), as defined by the Investment Law, and is entitled to extended period of ten years (rather than seven years), commencing with the year in which the Approved Enterprise first generates taxable income. This ten-year period cannot extend beyond 12 years from the year of commencement of operations or 14 years from the year in which approval was granted, whichever is earlier. Benefits under the Investment Law are granted to enterprises seeking approval not later than January 1, 2005. Delta Galil cannot assure you that it will continue to qualify as an FIC in the future, or that the benefits will be granted in the future.

The benefits available to an Approved Enterprise are contingent upon Delta Galil's fulfilling the conditions stipulated by the Investment Law, regulations published thereunder and the conditions of approval for the specific investments in Approved Enterprises.

In the event that Delta Galil fails to comply with these conditions, the benefits may be cancelled and Delta Galil may be required to refund the amount of the benefits, in whole or in part, with the addition of linkage differences to the Israeli consumer price index and interest.

The Israeli Government has enacted legislation in April 2005 that extensively changes the Investment Law. However, according to a provision in this legislation, changes in the Investment Law should not affect approved enterprises plans that were approved as of December 31, 2004 or investments made as of December 31, 2004. For the meantime, this would seem to preserve the benefits for Delta Galil's approved enterprises, as described above. However, there is currently no administrative or judicial guidance relating to the new legislation. Additionally, there are indications that some of the new sections may undergo revision or technical correction. Accordingly, Delta Galil provides no assurances regarding the ongoing application of the Investment Law to current or future Approved Enterprises.

#### Taxation of non-Israeli Subsidiaries

Non- Israeli subsidiaries are generally taxed based on the tax laws in their countries of residence.

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#### Capital gains and income taxes applicable to Israeli shareholders

Prior to the tax reform, sales of our ordinary shares by individuals were generally exempt from Israeli capital gains tax so long as (1) our ordinary shares were quoted on Nasdaq or listed on a stock exchange in a country appearing on a list approved by the Controller of Foreign Currency and (2) we qualified as an Industrial Company within the definition of the Law for the Encouragement of Industry (Taxes), 1969.

Pursuant to the Tax Reform, generally, capital gains tax is imposed on Israeli residents at a rate of 15% on real gains derived on or after January 1, 2003 and a rate of 20% on real gains derived on or after January 1, 2006 from the sale of shares in : (1) companies publicly traded on the Tel Aviv Stock Exchange; or (2) Israeli companies publicly traded on Nasdaq or a recognized stock exchange or a regulated market outside of Israel as defined in income tax order (definition stock exchange), 2004; or (3) companies dually traded on both the Tel Aviv Stock Exchange and Nasdaq or a recognized stock exchange or a regulated market outside of Israel. This tax rate is contingent upon the shareholder not claiming a deduction for financing expenses, and does not apply to: (1) dealers in securities; or (2) shareholders that report in accordance with the Inflationary Adjustments Law, (3) shareholders who acquired their shares prior to an initial public offering (that are subject to a different tax arrangement); (4) a sale to a related party.

The tax basis of shares acquired prior to January 1, 2003, with respect of which the shareholders had been exempt from capital gains tax prior to January 1, 2003, will be determined in accordance with the average closing share price in the three trading days preceding January 1, 2003. However, a request may be made to the tax authorities to consider the actual adjusted cost of the shares as the tax basis if it is higher than such average price.

#### Tax Reform Legislation

In July 2002, the Israeli Parliament approved a law introducing extensive changes to Israel's tax law generally effective January 1, 2003. Among the key provisions of this reform legislation are (1) changes which may result in the imposition of taxes on dividends received by an Israeli company from its foreign subsidiaries; and (2) the introduction of the controlled foreign corporation concept according to which an Israeli company may become subject to Israeli taxes on certain income of a non-Israeli subsidiary if the subsidiary's primary source of income is passive income (such as interest, dividends, royalties, rental income or certain capital gains). An Israeli company that is subject to Israeli taxes on the income of its non-Israeli subsidiaries will receive a credit for withholding tax to be paid upon distribution by the subsidiary in its country of residence.

#### Capital Gains and Income Taxes Applicable to Non-Israeli Shareholders

Capital Gains. The basic capital gains tax rate applicable to corporations effective until December 31, 2002 had been 36%, and the maximum tax rate for individuals was 50%. Effective January 1, 2003, the capital gains tax rate imposed upon sale of capital assets acquired after that date was reduced to 25%; capital gains realized from assets acquired before that date are subject to a blended tax rate based on the relative periods of time before and after that date that the asset was held. In addition, if the ordinary shares are traded on a recognized stock exchange (including the Tel Aviv Stock Exchange and the NASDAQ), gains on the sale of ordinary shares held by non-Israeli tax resident investors will generally be exempt from Israeli capital gains tax. Notwithstanding the foregoing, dealers in securities in Israel are taxed at regular tax rates applicable to business income.

Under an amendment to the Inflationary Adjustments Law, effective January 1, 1999, corporate investors that hold listed securities (other than corporations solely owned by individuals), will generally be subject to the provisions of the Inflationary Adjustments Law. The Inflationary Adjustments Law stipulates a comprehensive set of rules for determining the gains or losses from the sale of listed securities. Gains from sale of negotiable shares which are subject to the Inflationary Adjustments Law, are taxable at the regular corporate tax rate. A literal reading of the Inflationary Adjustments Law, may suggest that its provisions also apply to foreign corporations, although the foreign corporation may have no activity in Israel other than the shareholding in an Israeli company. Consequently, unless a tax treaty exemption is applicable, the capital gain exemption available for individual shareholders may not apply. A 2006 amendment to the Inflationary Adjustments Law removes the uncertainty that foreign entities would not owe capital gains tax on traded securities without the need for an interpretation from the relevant tax treaty.

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Under the treaty between the United States and Israel, the capital gain derived by a U.S. taxpayer from the sale, exchange or other disposition of stock in an Israeli corporation would generally be tax exempt when the shareholder did not own, within the 12 month period preceding such sale, exchange or other disposition, shares constituting 10% or more of the voting power in the Israeli corporation.

Dividends.

Individuals who are non-Israeli residents are subject to a graduated income tax on income derived from sources in Israel. On the distribution of dividends other than share dividends, income tax is withheld at the rate of 25%, or 15% in the case of dividends distributed from taxable income attributable to an Approved Enterprise, unless a different rate is provided in a treaty between Israel and the shareholder's country of residence and a special certificate is provided.

Under the United States-Israel Tax Treaty, the maximum withholding tax in Israel on dividends paid to a holder of ordinary shares who is a resident of the United States is 25%. This tax rate is reduced to 12.5% for a corporation that has been holding in excess of 10% of the voting rights of Delta Galil during Delta Galil's tax year preceding the distribution of the dividend and the portion of Delta Galil's tax year in which the dividend was distributed. Dividends of an Israeli company derived from the income of an Approved Enterprise will be subject to a dividend withholding tax of only 15%. The withheld tax is the final tax in Israel on dividends paid to non-residents who do not conduct business in Israel.

Residents of the United States will generally have withholding tax in Israel deducted at the source. They may be entitled to a credit or deduction for U.S. federal income tax purposes in the amount of the taxes withheld, subject to detailed rules contained in the United States-Israel Tax Treaty and in U.S. tax legislation.

A non-Israeli resident who has derived interest, dividend or royalty income from or accrued in Israel, from which tax was withheld at the source, is generally exempt from the duty to file tax returns in Israel with respect to such income, provided such income was not derived from a business conducted in Israel by the taxpayer.

#### United States Federal Income Tax Considerations

The following discussion is a general summary of the material U.S. federal income tax considerations applicable to U.S. Holders (as defined below) of ADSs or ordinary shares, who hold such instruments as capital assets (generally, property held for investment). This summary is based on provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed U.S. Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all in effect as of the date of this annual report and all of which are subject to change (possibly with retroactive effect) and to differing interpretations. In addition, this summary does not discuss all aspects of U.S. federal income taxation that may be applicable to U.S. Holders in light of their particular circumstances or to U.S. Holders who are subject to special treatment under U.S. federal income tax law (including, for example, life insurance companies, dealers in stocks or securities, financial institutions, tax-exempt organizations, persons having a functional currency other than the U.S. dollar, persons subject to the alternative minimum tax and persons who have directly, indirectly or constructively owned 10% or more of the outstanding voting shares of Delta Galil at any time. EACH U.S. HOLDER IS URGED TO CONSULT WITH ITS TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF ITS HOLDINGS, INCLUDING THE EFFECTS OF FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX LAWS.

This summary is based in part on representations of The Bank of New York, Delta Galil's depositary, and assumes that each obligation provided for in, or otherwise contemplated by, Delta Galil's deposit agreement with The Bank of New York and any related agreement will be performed in accordance with its terms.

As used herein, the term "U.S. Holder" signifies a holder of an ADR evidencing an ADS, or of an ordinary share, who is an individual citizen or resident of the United States, or that is (i) a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof; (ii) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (iii) a trust if (A) a U.S. court is able to exercise primary supervision over the trust's administration and one or more U.S. persons have the authority to control all of the trust's substantial decisions or (B) it has validly elected to be treated as a domestic trust under the Code.

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#### Ownership of ADRs, ADSs and Ordinary Shares

In general, for U.S. federal income tax purposes, U.S. Holders of ADRs evidencing ADSs will be treated as the owners of the ordinary shares represented by the ADSs.

#### Dividends Paid on the ADSs or Ordinary Shares

A U.S. Holder will generally be required to include in gross income as ordinary dividend income the amount of any distributions paid on the ADSs or ordinary shares (including the amount of any Israeli taxes or depositary fees withheld therefrom) to the extent that such distributions are paid out of Delta Galil's current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Distributions in excess of such earnings and profits will be applied against and will reduce the U.S. Holder's tax basis in its ADSs or ordinary shares and, to the extent that they are in excess of such tax basis, they will be treated as a gain from a sale or exchange of such ADSs or ordinary shares. Such dividends will not qualify for the dividends-received deduction applicable in certain cases to U.S. corporations.

On the ordinary shares or ADSs during taxable years beginning before January 1, 2007 to a U.S. Holder will generally be treated as foreign source income and categorized as "passive income" or, in the case of certain U.S. Holders, "financial services income" for U.S. foreign tax credit purposes.

For taxable years beginning on or after January 1, 2007, dividends will generally constitute "passive category income" or, in the case of certain U.S. Holders, "general category income." Subject to the limitations in the Code (including minimum holding period requirements), as modified by the United States-Israel Tax Treaty, a U.S. Holder may elect to claim a foreign tax credit against its U.S. federal income tax liability for Israeli income tax withheld from dividends received in respect of ordinary shares or ADSs. U.S. Holders who do not elect to claim the foreign tax credit may instead claim a deduction for Israeli income tax withheld, but only for a year in which the U.S. Holder does so with respect to all foreign income taxes.

Certain U.S. Holders (including individuals) are eligible for reduced rates of U.S. federal income tax in respect of "qualified dividend income" received in taxable years beginning before January 1, 2011. For this purpose, "qualified dividend income" generally includes dividends paid by a non-U.S. corporation if, among other things, the U.S. Holders meet certain minimum holding periods and the non-U.S. corporation satisfies certain requirements, including that either (i) the shares (or ADSs) with respect to which the dividend has been paid are readily tradable on an established securities market in the United States, or (ii) the non-U.S. corporation is eligible for the benefits of a comprehensive U.S. income tax treaty (such as the United States-Israel Tax Treaty) that provides for the exchange of information. Additional foreign tax credit limitations apply to non-U.S. withholding taxes imposed on qualified dividend income. We believe that dividends paid with respect to our ordinary shares and ADSs, should constitute qualified dividend income for U.S. Federal income tax purposes.

#### Disposition of ADSs or Ordinary Shares

Upon the sale or other disposition of ADSs or ordinary shares, a U.S. Holder will generally recognize capital gain or loss equal to the difference between the amount realized on the disposition and such Holder's adjusted tax basis in the ADSs or ordinary shares. Gain or loss upon the disposition of the ADSs or ordinary shares will be long-term if, at the time of the disposition, the holding period for the ADSs or ordinary shares exceeds one year. Long-term capital gains realized by U.S. Holders that are individuals are generally subject to a marginal U.S. federal income tax rate that is lower than the ordinary marginal income tax rate. The deductibility of capital losses by a U.S. Holder is subject to limitations.

In general, any gain recognized by a U.S. Holder on the sale or other disposition of ADSs or ordinary shares will be U.S. source income for U.S. foreign tax credit purposes. However, pursuant to the United States-Israel Tax Treaty, gain from the sale or other disposition of ADSs or ordinary shares by a holder who is a U.S. resident (determined under the United States-Israel Tax Treaty) and who sells the ADSs or ordinary shares in Israel may be treated as foreign source income for U.S. foreign tax credit purposes. Any loss on the sale or other disposition of ADSs or ordinary shares may be required to be allocated against foreign source income for U.S. foreign tax credit limitation purposes.

Exchanges, deposits and withdrawals by U.S. Holders of ordinary shares for ADSs will not result in the recognition of gain or loss for U.S. federal income tax purposes.

<PAGE>

Passive Foreign Investment Company

A non-U.S. corporation classified as a passive foreign investment company (a "PFIC") for any taxable year (and in some cases for future taxable years as well) if (i) at least 75% of its gross income consists of passive income (such as certain dividends, interest, rents, royalties and gains from the disposition of certain (types of property) or (ii) at least 50% of the average value of its assets consist of assets that produce, or are held for the production of, passive income. We believe that we were not a PFIC for the year ended December 31, 2005 or for any prior year. However, this conclusion is a factual determination made at the close of each year and is based on, among other things, a valuation of our ordinary shares, ADSs and assets, which will likely change from time to time. If we were characterized as a PFIC for any taxable year, a U.S. Holder would suffer adverse tax consequences, including (i) having certain gains realized on the disposition of ordinary shares or ADSs treated as ordinary income rather than capital gains and (ii) being subject to punitive interest charges on certain dividends and on certain gains from the disposition of ordinary shares or ADSs. Furthermore, dividends paid by a PFIC are not eligible to be treated as "qualified dividend income" (discussed above).

Information Reporting and Backup Withholding

Dividend payments with respect to ordinary shares or ADSs and proceeds from the sale, exchange or other disposition of ordinary shares or ADSs may be subject to information reporting to the IRS and possible U.S. backup withholding at a current rate of 28%. Backup withholding will not apply, however, to a holder who furnishes a correct taxpayer identification number or certificate of foreign status and makes any other required certification or who is otherwise exempt from backup withholding. U.S. persons who are required to establish their exempt status generally must provide IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Non-U.S. Holders generally will not be subject to U.S. information reporting or backup withholding. However, such holders may be required to provide certification of non-U.S. status (generally on IRS Form W-8BEN or W-8IMY) in connection with payments received in the United States or through certain intermediaries.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a holder's U.S. federal income tax liability, and a holder may obtain a refund of any excess amounts withheld by filing the appropriate claim for refund with the IRS and furnishing any required information.

10F. Dividends and Paying Agents

Not applicable

10G. Statement by Experts

Not applicable

10H. Documents on Display

Delta Galil files reports and other information with the SEC. These reports include certain financial and statistic information about Delta Galil, and may be accompanied by exhibits. You may read and copy any document Delta Galil files with the SEC at the SEC's Public Reference Room at 450 Fifth Street, Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms.

The SEC maintains an Internet website at <http://www.sec.gov> that contains reports and other material that are filed through the SEC's Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system. Delta Galil began filing through the EDGAR system beginning in October 2002.

10I. Subsidiary Information

Not applicable



<PAGE>

ITEM 11: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Exchange Rate Risk

Although Delta Galil is an Israeli company, its functional currency is the U.S. dollar. Delta Galil has operations and sales in many countries that are not denominated in dollars, and is therefore exposed to fluctuations in the rate of exchange between the dollar and those currencies. In 2005, Delta Galil derived 25% of its revenues from customers in Pound Sterling, 8% of its revenue were in NIS, and 8% were in Euros. More than 10% of Delta Galil's expenses were in NIS in 2005.

Some of Delta Galil's expenses in Israel are linked to the Israeli consumer price index. Consequently, Delta Galil is exposed to risk to the extent that the rate of Israeli inflation exceeds the rate of the NIS devaluation in relation to the dollar and to the extent that the timing of such devaluation lags behind inflation in Israel.

In order to reduce the exposure to exchange rate fluctuations between the dollar and other currencies Delta Galil generally carries out currency transactions that hedge part of its exposure in respect of its net income in non-dollar currency for periods of up to 12 months. The financial results in respect of these hedging transactions are reflected in Delta Galil's consolidated financial statements, together with the results of the hedged items, such as revenues and cost of revenues.

As of December 31, 2005, Delta Galil had not entered into hedging transactions.

During the second quarter of 2006 Delta Galil carried out sales of the Pound Sterling in the amount of \$30 million to hedge part of its exposure to the above described exchange rate fluctuation.

Based on current sales volumes, expenses and exchange rates, each one percent devaluation in Pound Sterling or euro against the dollar on an yearly average would result in a decrease of approximately \$1.1 million or \$0.2 million, respectively, in Delta Galil's yearly operating income, and a strengthening of the Pound Sterling or Euro would have the opposite effect. Each one percent appreciation of the NIS against the dollar on an yearly average would result in a decrease of \$0.5 million in yearly operating income, and a devaluation of the NIS would have the opposite effect. Most of Delta Galil's bank debt is generally denominated in U.S. dollars, and, therefore, is not materially exposed to changes in currency exchange rates.

In addition, Delta Galil hedges part of its exposure to exchange rate fluctuations between the Euro and the Pound Sterling rate and the U.S Dollar by taking part of its bank loans in these currencies.

Interest Rate Risk

Most of Delta Galil's bank debt bears interest at a variable interest rate linked to the London Inter-Bank Offer Rate, or LIBOR. An increase of 100 basis points, or one percentage point on an annual average basis, in the LIBOR would increase Delta Galil's financing expenses by \$1.8 million per year, based on amounts outstanding at December 31, 2005. A decrease in the LIBOR would have the opposite effect.

For further discussion of Delta Galil's use of financial derivatives and instruments in the management of risks relating to currency and interest rate fluctuations, see notes 1(r) and 13 of the notes to Delta Galil's consolidated financial statements included in Item 18 of this annual report.

ITEM 12: DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not Applicable

PART II

ITEM 13: DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not Applicable

<PAGE>

ITEM 14: MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND  
USE OF PROCEEDS

Not Applicable

ITEM 15: CONTROLS AND PROCEDURES

Delta Galil's Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of Delta Galil's disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act 1934, as amended) as of December 31, 2005 have concluded that, as of such date, Delta Galil's disclosure controls and procedures were effective. Information required to be disclosed by us in reports that we file or submit under the Exchange Act is accumulated and communicated to Delta Galil's management, including Delta Galil's chief executive officer and chief financial officer, to allow timely decision regarding required disclosure and is recorded, processed, summarized and reported within the periods specified by the SEC's rules and forms.

There were no changes in Delta Galil's internal controls over financial reporting identified with the evaluation thereof that occurred during the period covered by this annual report that have materially affected, or are reasonable likely to materially affect Delta Galil's internal control over financial reporting.

ITEM 16: AUDIT COMMITTEE; FINANCIAL EXPERT; CODE OF ETHICS; AUDIT FEES

ITEM 16A: AUDIT COMMITTEE; FINANCIAL EXPERT

The Board of Directors and the Audit Committee have determined that Amior Vinocourt is an independent director under the definition of independence under the rules of the Nasdaq National Market, and that Mr. Vinocourt is the financial expert serving on the Audit Committee of Delta Galil.

ITEM 16B: CODE OF ETHICS

Delta Galil has adopted a code of ethics applicable to all employees and directors. A copy is available upon request to the Chief Financial Officer, Delta Galil Industries Ltd., 2 Kaufman Street, Tel-Aviv 68012, Israel.

<PAGE>

ITEM 16C: PRINCIPAL ACCOUNTANT FEES AND SERVICES

Delta Galil paid the following fees for professional services rendered by Kesselman & Kesselman and other members of PricewaterhouseCoopers International Ltd., for the year ended December 31, 2004 and 2005 :

	2004	2005
	-----	-----
Audit fees	\$383,000	\$520,000
Tax fees	67,000	116,000
Other fees	--	90,000
	-----	-----
Total	\$450,000	\$726,000
	=====	=====

The increase in the fees paid to PwC in 2005 compared to 2004 is due to an audit fee for Burlen and in connection with an evaluation of our internal controls as required by Section 404 of the Sarbanes-Oxley Act.

Audit fees consist of audit work performed in the preparation of financial statements and services that are normally provided in connection with statutory and regulatory filings. Tax fees consist of audit work performed in the preparation of tax returns and other tax planning.

Policy on Pre-Approval of Audit and Non-Audit Services

Delta Galil's audit committee charter provides that the audit committee shall approve in advance all audit services and all non-audit services provided by the independent registered public accounting firm based on a policy attached to the charter.

Under the policy, proposed services either (i) may be pre-approved by the audit committee without consideration of specific case-by-case services as "general pre-approval"; or (ii) require the specific pre-approval of the Audit Committee as "specific pre-approval". The appendices to the policy set out the audit, audit-related and tax services that have received the general pre-approval of the audit committee, including those described in the footnotes to the table, above. These services are subject to annual review by the audit committee.

All other audit, audit-related, tax and other services not mentioned in the appendices to the charter must receive a specific pre-approval from the audit committee. Requests or applications to provide services that require specific approval by the audit committee are submitted to the audit committee by the chief executive officer, the chief financial officer and the internal auditor.

ITEM 16D: EXEMPTIONS FROM THE LISTING STANDARDS.

None

<PAGE>

ITEM 16E: PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Below is a list of purchases of Delta Galil's ordinary shares by Isaac Dabah, our largest shareholder, through GMM Capital LLC and GMM Trust during calendar year 2005. Delta Galil itself did not purchase any of its securities during calendar year 2005.

<TABLE>

<CAPTION>

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under Plans or Programs
<S>	<C>	<C>	<C>	<C>
January 2005				
February 2005				
March 2005	34,871	9.23		
April 2005	32,061	9.29		
May 2005	427,119	8.88		
June 2005				
July 2005				
August 2005	4,592,930	6.58		
September 2005	72,617	6.99		
October 2005				
November 2005	30,197	6.49		
December 2005	15,758	6.45		
	-----	-----	-----	-----
TOTAL 2005	5,205,553	6.81		
	-----	-----	-----	-----

In addition, Mr. Dabah and the GMM entities made the following purchases of Delta Galil shares in 2006:

<CAPTION>

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under Plans or Programs
<S>	<C>	<C>	<C>	<C>
January 2006	870	6.09		
February 2006				
March 2006	34,940	6.71		
April 2006	46,937	6.94		
May 2006	35,493	7.16		
	-----	-----	-----	-----
TOTAL 2006	118,240	6.93		
	-----	-----	-----	-----
TOTAL BALANCE	5,323,793	6.81		
	=====	=====	=====	=====

</TABLE>

PART III

ITEM 17: FINANCIAL STATEMENTS

Not applicable

ITEM 18: FINANCIAL STATEMENTS

The Consolidated Financial Statements and related notes thereto required by this item are contained on pages F-1 through F-58 hereof.

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ITEM 19: EXHIBITS

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		Report of Independent Registered Public Accounting Firm.....	F-2
		Consolidated Statements of Income for the Years Ended December 31, 2003, 2004 and 2005.....	F-3
		Consolidated Balance Sheets at December 31, 2004 and 2005.....	F-4
		Consolidated Statements of Changes in Shareholders' Equity for the Years Ended December 31, 2003, 2004 and 2005.....	F-6
		Consolidated Statements of Cash Flows for the Years Ended December 31, 2003, 2004 and 2005.....	F-7
		Notes to Consolidated Financial Statements.....	F-10
		Schedule II	

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(b) Exhibits  
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- 1.1 Memorandum of Association, as amended\*\*
- 1.2 Articles of Association\*\*
- 2.1 Form of Deposit Agreement and ADR\*
- 4.1 Stock Purchase Agreement dated as of December 8, 2004 by and among Steven Klein, Kristina Nettesheim, and Gary Beggs, as selling shareholders and Delta Galil Industries Ltd. and Delta Galil USA Inc. as Purchaser relating to the acquisition of Burlen Corp. + \*\*\*\*
- 4.2 Second Amended and Restated Credit and Security Agreement dated as of December 9, 2004 by and among Delta Galil USA Inc., as Borrower; Bank Leumi USA and Bank Hapoalim B.M., as Lenders and Bank Leumi USA, as Agent.\*\*\*\*
- 4.3 Amendment No.1 to Burlen Stock Purchase Agreement+
- 4.4 Amendment No.1, dated January 12, 2006, and Amendment No. 2, dated May 9, 2006, to the Second Amended and Restated Credit and Security Agreement
- 4.5 Option Plan to 13 employees of Delta Galil and/or its subsidiaries\*
- 4.6 Option Plan to Arnon Tiberg\*
- 4.7 Option Plan to 70 employees of Delta Galil and/or its subsidiaries\*\*\*
- 4.8 Delta Galil Industries Ltd. 2002 Share Option Plan\*\*\*\*\*
- 4.9 Form of Indemnification Undertaking\*\*\*\*\*
- 4.10 2006 Incentive Plan
- 4.11 Delta Galil Industries Ltd. 2006 Option Plan
- 8.1 List of significant subsidiaries
- 12.1 Section 302 Certification of Dov Lautman
- 12.2 Section 302 Certification of Yossi Hajaj
- 13.1 Section 906 Certification of Dov Lautman
- 13.2 Section 906 Certification of Yossi Hajaj
- 14.1 Consent of PricewaterhouseCoopers LLP
- 14.2 Consent of Baker Tilly
- 14.3 Consents of Allied for Accounting and Auditing, Member Firm of Ernst & Young Global

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\* Previously filed as an exhibit to Delta Galil's Registration Statement on Form F-1 (Registration No. 333-10062) filed with the Securities and Exchange Commission on February 26, 1999 and incorporated herein by reference.

\*\* Previously filed as an exhibit to Delta Galil's Annual Report on Form 20-F (File No.0-30020) filed with the Securities and Exchange Commission on June 8, 2001 and incorporated herein by reference

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\*\*\* Previously filed as an exhibit to Delta Galil's Registration Statement on Form S-8 (Registration No. 333-12608) filed with the Securities and Exchange Commission on September 26, 2000 and incorporated herein by reference.

\*\*\*\* Previously filed as an exhibit to Delta Galil's Annual Report on Form 20-F (File No. 0-30020) filed with the Securities and Exchange Commission on June 27, 2005 and incorporated herein by reference.

\*\*\*\*\* Previously filed as an exhibit to Delta Galil's Registration Statement on Form S-8 (Registration No. 353-102247) filed with the Securities and Exchange Commission on December 30, 2002 and incorporated herein by reference.

\*\*\*\*\* Previously filed as an exhibit to Delta Galil's Annual Report on Form 20-F (File No. 0-30020) filed with the Securities and Exchange Commission on June 26, 2003 and incorporated herein by reference.

+Portions of this exhibit have been omitted and will be filed separately with the secretary of the Securities and Exchange Commission pursuant to a confidential treatment request.

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SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

DELTA GALIL INDUSTRIES LTD.

By: /s/ YOSHI HAJAJ

-----

Name: Yossi Hajaj

Title: Chief Financial Officer

Date: June 28, 2006

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2005



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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2005

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Statements of changes in shareholders' equity	F-6
Statements of cash flows	F-7-F-9
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The amounts are stated in U.S. dollars (\$) in thousands.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders of  
DELTA GALIL INDUSTRIES LTD.

We have audited the consolidated balance sheets of Delta Galil Industries Ltd. (the "Company") and its subsidiaries as of December 31, 2005 and 2004 and the consolidated statements of operations, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2005. These financial statements are the responsibility of the Company's Board of Directors and management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of certain subsidiaries, whose assets included in consolidation constitute 12% of total consolidated assets as of December 31, 2004, and whose revenues included in consolidation constitute less than 1% and 2% of total consolidated revenues for the years ended December 31, 2004 and 2003, respectively. Those financial statements were audited by other auditors, whose reports thereon have been furnished to us, and our opinion expressed here in, insofar as it relates to amounts included for those subsidiaries, is based solely on the reports of the other auditors.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the Company's Board of Directors and management, as well as evaluating the overall financial statement presentation. We believe that our audits and the reports of the other auditors provide a reasonable basis for our opinion.

In our opinion, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above, present fairly, in all material respects, the consolidated financial position of the Company and its subsidiaries as of December 31, 2005 and 2004, and the consolidated results of their operations, and cash flows for each of the three years in the period ended December 31, 2005, in conformity with accounting principles generally accepted in the United States of America.

Tel-Aviv, Israel  
June 28, 2006

/s/ Kesselman & Kesselman  
Kesselman & Kesselman  
Certified Public Accountant (Isr.)  
A member of PricewaterhouseCoopers  
International Limited

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED STATEMENTS OF OPERATIONS  
(U.S. dollars in thousands, except earnings (losses) per share)

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
<S>	<C>	<C>	<C>
Net revenues	\$ 684,481	\$ 654,269	\$ 580,130
Cost of revenues	582,799	533,036	463,863
Gross profit	101,682	121,233	116,267
Selling, marketing, general and administrative expenses	107,008	98,646	82,089
Amortization of intangible asset	779		
Gain (loss) on sale of fixed assets	(77)	922	3,645
Impairment of fixed assets	7,415		
Restructuring expenses	9,102	1,100	1,007
Goodwill impairment	5,505		
Operating income (loss)	(28,204)	22,409	36,816
Financial expenses - net	10,218	6,231	5,637
Other income - net	300	958	252
Income (loss) before taxes on income	(38,122)	17,136	31,431
Income tax benefit (expense)	2,302	(2,846)	(7,340)
	(35,820)	14,290	24,091
Share in losses of associated companies	(27)	(237)	(300)
Minority interests, net	(500)	(1,368)	(439)
Net income (loss)	\$ (36,347)	\$ 12,685	\$ 23,352
Earnings (loss) per share:			
Basic	\$ (1.94)	\$ 0.69	\$ 1.28
Diluted	\$ (1.94)	\$ 0.67	\$ 1.24
Weighted average number of shares (in thousands):			
Basic	18,695	18,478	18,313
Diluted	18,695	18,834	18,763

</TABLE>

The accompanying notes are an integral part of the financial statements.

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED BALANCE SHEETS  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

		DECEMBER 31	
		2005	2004
<S>	<C>	<C>	<C>
A s s e t s			
Current assets:			
Cash and cash equivalents	\$	14,595	\$ 22,150
Accounts receivable:			
Trade		104,424	105,129
Other		13,244	10,627
Inventories		147,142	183,767
Assets held for sale		7,420	
Deferred income taxes		4,726	3,675
T o t a l current assets		291,551	325,348
Investments and long-term receivables:			
Associated company			455
Funds in respect of employee rights upon retirement		7,021	6,852
Long-term receivables, net of current maturities		148	226
Deferred income taxes		267	
		7,436	7,533
Property, plant and equipment,			
net of accumulated depreciation and amortization		109,131	128,341
Goodwill		53,689	57,920
Intangible assets		14,499	14,778
Deferred charges, net of accumulated amortization		267	577
T o t a l assets	\$	476,573	\$ 534,497

</TABLE>

/s/ D. Lautman  
-----  
D. Lautman  
Chairman of the Board & CEO

/s/ G. Morag  
-----  
G. Morag  
Director

The accompanying notes are an integral part of the financial statements.

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED BALANCE SHEETS  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

	DECEMBER 31	
	2005	2004
<S>	<C>	<C>
Liabilities and shareholders' equity		
Current liabilities:		
Short-term bank credit	\$ 80,560	\$ 55,603
Current maturities of long-term bank loans and other liability	29,623	27,942
Accounts payable and accruals:		
Trade	61,255	80,338
Other	39,164	34,083
T o t a l current liabilities	210,602	197,966
Long-term liabilities:		
Bank loans and other liability, net of current maturities	69,677	99,437
Liability for employee rights upon retirement	7,850	7,408
Deferred income taxes	1,267	4,894
T o t a l long-term liabilities	78,794	111,739
Commitments and contingent liabilities, see note 9		
T o t a l liabilities	289,396	309,705
Minority interests	2,863	3,711
Shareholders' equity:		
Ordinary shares of NIS 1 par value		
December 31, 2005 and 2004:		
Authorized - 26,000,000 shares;		
Issued - 19,947,849 shares;		
Issued and paid - 19,901,967 shares	21,840	21,840
Additional paid-in capital	100,749	100,749
Retained earnings	72,633	108,980
Accumulated other comprehensive loss	(1,208)	(788)
Treasury shares, at cost (1,206,802 shares, in December 31, 2005 and 2004)	(9,700)	(9,700)
T o t a l shareholders' equity	184,314	221,081
T o t a l liabilities and shareholders' equity	\$ 476,573	\$ 534,497

</TABLE>

The accompanying notes are an integral part of the financial statements.

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

	SHARE CAPITAL		ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS
	NUMBER OF SHARES	PAR VALUE		
<S>	<C>	<C>	<C>	<C>
BALANCE AT JANUARY 1, 2003	19,680	\$ 21,792	\$ 98,030	\$ 90,748
CHANGES DURING 2003:				
Net income				23,352
Losses in respect of derivative instruments designated as a cash-flow hedge (net of related taxes of \$474,000)				
Differences from translation of foreign currency financial statements				
Additional minimum pension liability adjustment (net of related taxes of \$25,000)				
Total comprehensive income				
Exercise of employee stock options	181	38	1,387	
Tax benefit in respect of employee stock options exercised			318	
Cash dividend (\$0.52 per share)				(9,493)
BALANCE AT DECEMBER 31, 2003	19,861	\$ 21,830	\$ 99,735	\$ 104,607
CHANGES DURING 2004:				
Net income				12,685
Gains in respect of derivative instruments designated as a cash-flow hedge (net of related taxes of \$798,000)				
Differences from translation of foreign currency financial statements				
Additional minimum pension liability adjustment (net of related taxes of \$30,000)				
Total comprehensive income				
Exercise of employee stock options	41	10	321	
Tax benefit in respect of employee stock options exercised			79	
Reissuance of treasury shares on acquisition of Burlen (see note 2a)			614	
Cash dividend (\$0.45 per share)				(8,312)
BALANCE AT DECEMBER 31, 2004	19,902	\$ 21,840	\$ 100,749	\$ 108,980
CHANGES DURING 2005:				
Net Loss				(36,347)
Differences from translation of foreign currency financial statements				
Additional minimum pension liability adjustment (net of related taxes of \$65,000)				
Total comprehensive loss				
BALANCE AT DECEMBER 31, 2005	19,902	\$ 21,840	\$ 100,749	\$ 72,633

<CAPTION>

	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)		TREASURY SHARES, AT COST	TOTAL
	CURRENCY TRANSLATION ADJUSTMENTS	MINIMUM PENSION LIABILITY		
<S>	<C>	<C>	<C>	<C>
BALANCE AT JANUARY 1, 2003		\$ (825)	\$ (581)	\$ (11,335)
CHANGES DURING 2003:				
Net income				23,352
Losses in respect of derivative instruments designated as a cash-flow hedge (net of related taxes of \$474,000)			(1,134)	(1,134)
Differences from translation of foreign currency financial statements				*
Additional minimum pension liability adjustment (net of related taxes of \$25,000)		37		37
Total comprehensive income				22,255
Exercise of employee stock options				1,425
Tax benefit in respect of employee stock options exercised				318
Cash dividend (\$0.52 per share)				(9,493)
BALANCE AT DECEMBER 31, 2003		\$ (788)	\$ (1,715)	\$ (11,335)
CHANGES DURING 2004:				
Net income				12,685
Gains in respect of derivative instruments designated as a cash-flow hedge (net of related taxes of \$798,000)			1,715	1,715
Differences from translation of foreign currency financial statements	45			45
Additional minimum pension liability adjustment (net of related taxes of \$30,000)		(45)		(45)
Total comprehensive income				14,400
Exercise of employee stock options				331
Tax benefit in respect of employee stock options exercised				79
Reissuance of treasury shares on acquisition of Burlen (see note 2a)			1,635	2,249

Cash dividend (\$0.45 per share)					(8,312)
	-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 2004	\$ 45	\$ (833)	-,-	\$ (9,700)	\$ 221,081
CHANGES DURING 2005:					
Net Loss					(36,347)
Differences from translation of foreign currency financial statements	(321)				(321)
Additional minimum pension liability adjustment (net of related taxes of \$65,000)		(99)			(99)
					-----
Total comprehensive loss					(36,767)
	-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 2005	\$ (276)	\$ (932)	-,-	\$ (9,700)	\$ 184,314
	=====	=====	=====	=====	=====

</TABLE>

\* Less than \$1,000.

The accompanying notes are an integral part of the financial statements.

<PAGE>

(Continued) - 1

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	<C>	<C>	<C>
<S>			
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	\$ (36,347)	\$ 12,685	\$ 23,352
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Income and expenses not involving cash flows:			
Minority interests in profits of subsidiaries - net	500	1,368	439
Share in losses of associated companies, net	27	237	300
Depreciation and amortization	15,811	15,185	14,530
Impairment of fixed assets	9,753		
Goodwill impairment	5,505		
Write-down of other investments			634
Deferred income taxes - net	(4,872)	(279)	(3,555)
Restructuring expenses	4,132	1,310	194
Changes in accrued liability for employee rights upon retirement	(16)	1,023	409
Loss (gain) on amounts funded in respect of employee rights upon retirement	120	(416)	214
Capital loss (gain) on sale of fixed assets and subsidiary shares	77	(922)	(3,645)
Capital gain from realization of other investments	(300)	(958)	(885)
Erosion of long-term receivables	2	(6)	(30)
Exchange differences (erosion) of principal of long-term bank loans - net		(180)	1,043
Changes in operating assets and liabilities:			
Decrease (increase) in accounts receivable	(2,130)	1,798	15,095
Increase (decrease) in accounts payable and accruals	(17,127)	12,204	(5,061)
Decrease (increase) in inventories	36,469	(20,078)	(173)
Net cash provided by operating activities - forward	\$ 11,604	\$ 22,971	\$ 42,861
	=====	=====	=====

</TABLE>



<PAGE>

(Continued) - 2

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
<S>	<C>	<C>	<C>
Brought forward	\$ 11,604	\$ 22,971	\$ 42,861
CASH FLOWS FROM INVESTING ACTIVITIES:			
Acquisition of subsidiaries (1)	(1,000)	(56,039)	(10,101)
Additional payment allocated to goodwill	(1,274)	(6,700)	(2,003)
Purchase of property, plant and equipment	(13,034)	(13,484)	(14,925)
Investment grants relating to property, plant and equipment		1,074	1,099
Other investments		(58)	
Amounts carried to intangible assets	(500)		
Proceeds from sale of property, plant and equipment	1,071	4,318	6,091
Proceeds from realization of other investments	300	2,640	2,567
Proceeds from sale of subsidiary shares			250
Loans granted to employees	(85)	(260)	(350)
Collection of associated company's loan	526		
Dividend from associated company	20		
Collection of employees loans	223	313	345
Loans granted to associated company	(80)	(26)	(221)
Amounts funded in respect of employee rights upon Retirement	(627)	(667)	(1,214)
Amounts paid in respect of employee rights upon Retirement	13		57
Net cash used in investing activities	(14,447)	(68,889)	(18,405)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Long-term bank loans and other long-term liabilities		119,000	
Repayment of long-term loans and other long-term liabilities	(28,079)	(10,430)	(10,335)
Dividend to the Company's shareholders		(8,312)	(9,493)
Dividend to minority shareholders in a subsidiary	(1,366)	(863)	(778)
Short-term bank credit - net	24,957	(48,890)	(2,067)
Amounts carried to deferred charges	(156)	(597)	
Proceeds from exercise of options		331	1,425
Net cash provided by (used in) financing activities	(4,644)	50,239	(21,248)
TRANSLATION DIFFERENCES ON CASH AND CASH EQUIVALENTS OF FOREIGN CURRENCY CONSOLIDATED SUBSIDIARY	(68)	130	*
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(7,555)	4,451	3,208
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	22,150	17,699	14,491
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 14,595	\$ 22,150	\$ 17,699

</TABLE>

\* Less than \$1,000

(1)See next page for details.

<PAGE>

(Concluded) - 3

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(U.S. dollars in thousands)

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	<C>	<C>	<C>
<S> SUPPLEMENTARY DISCLOSURE OF CASH FLOW			
INFORMATION - CASH PAID DURING THE			
YEAR FOR:			
Interest	\$ 8,527	\$ 4,133	\$ 3,660
	=====	=====	=====
Income taxes	\$ 2,268	\$ 3,169	\$ 9,478
	=====	=====	=====
(1) Acquisition of subsidiaries, see also note 2:			
Assets and liabilities of the subsidiaries upon acquisition:			
Working capital (excluding cash and cash equivalents)		\$ 29,944	\$ 2,091
Long-lived assets		9,636	6,642
Intangible asset		14,778	
Goodwill arising on acquisition		4,930	1,368
		-----	-----
		59,288	10,101
Reissuance of treasury shares		(2,249)	
Amount payable	1,000	(1,000)	
	-----	-----	-----
Cash paid - net	\$ 1,000	\$ 56,039	\$ 10,101
	=====	=====	=====

</TABLE>

Supplementary information on investing activities not involving cash flows:

In 2005, 2004 and 2003, the net changes in outstanding balances of trade payables in respect of the purchase of property, plant and equipment were an increase (decrease) of \$0.6 million, \$0.1 million and \$(1.1) million, respectively.

The accompanying notes are an integral part of the financial statements.

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES:

a. General:

1) Operations

Delta Galil Industries Ltd. (the "Company") is an Israeli corporation which, together with its subsidiaries (the "Group"), is engaged primarily in manufacturing and marketing of intimate apparel, in six reportable operating segments - Delta USA, U.S. Upper market, Europe, Socks, Delta marketing Israel and China. As to the Group's segments and principal markets see note 15.

A significant portion of the Group's revenues is derived from three principal customers. See note 12a and 15c.

2) Accounting principles

The consolidated financial statements are prepared in accordance with generally accepted accounting principles ("US GAAP") in the United States of America.

3) Use of estimates in the preparation of financial statements

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the dates of the financial statements, and the reported amounts of revenues and expenses during the reported years. Actual results could differ from those estimates.

4) Functional currency

The currency of the primary economic environment in which the operations of the Company and most of its subsidiaries are conducted is the U.S. dollar (the "dollar" or "\$").

Since the U.S. dollar is the primary currency in the economic environment in which the Company operates, monetary accounts maintained in currencies other than the dollar are remeasured using the representative foreign exchange rate at the balance sheet date. Operational accounts and non-monetary balance sheet accounts are measured and recorded at the rate in effect at the date of the transaction. The effects of foreign currency remeasurement are recorded as financial income or expenses as appropriate.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

The functional currencies of a subsidiary which was acquired in 2003 (see also note 2c) and an associated company are their local currencies (EURO and NIS, respectively). The financial statements of these subsidiaries are included in consolidation based on translation into dollars in accordance with the principles set forth in Statement of Financial Accounting Standard ("FAS") No. 52 issued by the FASB: assets and liabilities are translated at year end exchange rate, while operating results items are translated at average exchange rates during the year. Differences resulting from translation are presented in shareholders' equity, under accumulated other comprehensive income (loss).

b. Principles of consolidation

The consolidated financial statements include the accounts of the Company and all of its subsidiaries. In these financial statements, "subsidiaries" are companies controlled to the extent of over 50%, the financial statement of which are consolidated with those of the Company. Significant intercompany balances and transactions were eliminated in consolidation. Profits from intercompany sales, not yet realized outside the Group, have also been eliminated.

c. Cash equivalents

The Group considers all highly liquid investments, which are comprised of short-term bank deposits (up to three months from date of deposit) that are not restricted as to withdrawal or use, to be cash equivalents.

d. Inventories

Inventories are valued at the lower of cost or market. Cost is determined as follows:

Raw materials and supplies, packaging which is part of the production line and maintenance materials - on the "moving average" basis. Finished products and products in process - direct cost of materials (on the "moving average" basis), labor and an appropriate portion of indirect manufacturing costs.

e. Investments in an associated company

An "associated company" is a company over which significant influence is exercised, but which is not a consolidated subsidiary. An associated company is accounted for by the equity method.

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

f. Property, plant and equipment

Property, plant and equipment are stated at cost, net of accumulated depreciation and of related investment grants in the amount of \$ 33.2 million and \$ 34.5 million at December 31, 2005 and 2004, respectively.

A fixed asset leased by the Group under capital lease are classified as the Group's asset and included at the present value of the minimum lease payments as determined in the lease agreement.

Depreciation is computed by the straight-line method on the basis of the estimated useful life of the assets, at the following annual rates:

Buildings	2%-7% (mainly 4%)
Machinery and equipment	7%-25% (mainly 7%)
Vehicles	15%-20% (mainly 15%)
Office furniture and equipment	6%-25% (mainly 7%)

Leasehold improvements are amortized by the straight-line method over the lease period, which is shorter than the estimated useful life of the improvements.

Long-lived assets to be disposed of by sale are recorded in accordance with the lower of carrying amount or fair value less cost to sell. Costs to sell include incremental direct costs to transact the sale and represent the costs that results directly from and are essential to a sale transaction that would not have been incurred by the company had the decision to sell not been made. Long-lived assets are not depreciated (amortized) while classified as held for sale.

g. Intangible Assets

The company's intangible assets relate to the acquisition of subsidiary and represent customer relationships that are amortized over a period of 20 years, commencing 2005, see note 2a.

Also included among intangible assets is a certain exclusive license acquired by the company in the amount of \$500 thousands.

The company estimates that the useful life of this license is 3 years. The license will be amortized over this period by the straight - line method.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

h. Goodwill

Under FAS 142 "Goodwill and Other Intangible Assets", goodwill is no longer amortized but tested for impairment at least annually. The Company has selected September 30 of each year as the date on which it performs its annual goodwill impairment test. As a result of this test in 2005, the company recorded an impairment of \$5.5 million.

i. Deferred charges

Deferred charges represent mainly deferred financing charges with respect to bank loans received by the company which are amortized over the credit period.

Amortization of deferred charges included among "financial expenses- net" were \$ 466 thousand, \$ 353 thousand and \$ 250 thousand, for the years ended December 31, 2005, 2004 and 2003, respectively.

j. Impairment in value of long-lived assets and intangible asset

Under FAS 144 "Accounting for the Impairment or Disposal of Long-Lived Assets" ("FAS 144"), the Company reviews long-lived assets including certain intangible assets, to be held and used, for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Under FAS 144, if the sum of the expected future cash flows (undiscounted and without interest charges) of the long-lived assets is less than the carrying amount of such assets, an impairment loss would be recognized, and the assets are written down to their estimated fair values. As for impairment charge of fixed assets recognized in 2005 see note 5f and note 12e. For assets held for sale, impairment losses are recorded when the carrying amount of the asset exceeds fair value less cost to sell.

k. Deferred income taxes

Deferred taxes are determined utilizing the asset and liability method, based on the estimated future tax effect differences between the financial accounting and tax bases of assets and liabilities under the applicable tax laws. Deferred income tax provisions and benefits are based on the changes in the deferred tax assets or tax liabilities from period to period.

Valuation allowance is recognized in respect of deferred tax assets when it is considered more likely than not that such assets will not be realized.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

As stated in note 11a, a plant of an Israeli subsidiary has been granted "approved enterprise" status and, accordingly, upon distribution of dividends by this subsidiary to the Company, such dividends may be subject to tax. In light of the Group's policy not to cause distribution of dividends, which would result in additional tax liabilities, any dividends received from the abovementioned subsidiary will be distributed to the Company's shareholders. Accordingly, no account has been taken of the additional tax in respect of the above dividends.

The Group does not provide for an additional tax liability with respect to the excess of the book value over the tax basis of investments in non-Israeli subsidiaries, as the Company does not expect such temporary differences to be reversed in the foreseeable future.

l. Treasury shares

Treasury shares held by the Company are presented as a reduction of shareholders' equity, at their cost. The FIFO method was used for the costing of the reissuance of treasury shares, and any resulting gains (net of related tax) are credited to additional paid in capital.

m. Revenue recognition

Revenues from sales of products and supplies are recognized when an arrangement (usually in the form of purchase order) exists, delivery has occurred and title passed to the customer, the company's price to the customer is fixed or determinable and collectibility is reasonably assured.

Volume discounts due to customers are estimated based on the terms of the agreements with the customers.

A reserve for sales returns is recorded based on historical experience or specific identification of an event necessitating a reserve.

n. Concentration of credit risks - allowance for doubtful accounts

The Group's cash and cash equivalents as of December 31, 2005 and 2004 were deposited mainly with major banks in United States of America, United Kingdom and Egypt. The Company is of the opinion that the credit risk in respect of these balances is remote.

A large part of the Group's sales is to 3 principal customers (see also note 15c). The balance receivables from these principal customers as of December 31, 2005 and 2004 were \$ 41,070 thousands and \$ 47,982 thousands, respectively (see also note 12a). The Group does not hold any collateral from these customers; however, based on past experience with those customers and on their credit rating, the Group does not anticipate any difficulties in collecting the above balances. The balance of the item "accounts receivable - trade" is composed of a large number of customers. An appropriate allowance for doubtful accounts is included in the accounts in respect of specific debts doubtful of collection.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

The net bad debt income for the years ended December 31, 2005, 2004 and 2003 aggregated \$ 143 thousand, \$ 950 thousand and \$ 309 thousand, respectively. These net bad debt income include income that were credited directly to cost and expenses and were not reflected in the allowance of doubtful accounts in the amounts of \$469 thousands, \$866 thousands and \$216 thousands for the years ended December 31, 2005, 2004 and 2003, respectively.

o. Shipping and handling costs

The Group's shipping and handling costs are included under selling and marketing expenses in the consolidated statements of operations. Shipping and handling costs for the years ended December 31, 2005, 2004 and 2003 were approximately \$ 18 million, \$ 20 million and \$ 17 million, respectively.

p. Advertising costs

These costs are expensed as incurred. Advertising costs for the years ended December 31, 2005, 2004 and 2003 were \$ 2.5 million, \$ 2.1 million and \$ 1.9 million, respectively.

q. Stock based compensation

Stock options granted to employees are accounted for under the recognition and measurement principles of APB No. 25, "Accounting for Stock Issued to Employees", and related interpretations. Under APB 25, compensation cost for employee stock option plans is measured using the intrinsic value based method of accounting.

Accordingly, the difference, if any, between the quoted market price of the ordinary shares on the date of grant of the options and the exercise price of such options is amortized by the accelerated amortization method, against income (loss), over the expected service period (up to four years).

FAS 123, "Accounting for Stock-Based Compensation", established a fair value based method of accounting for employee stock options or similar equity instruments, and encourages adoption of such method for stock compensation plans. However, it also allows companies to continue to account for those plans using the accounting treatment prescribed by APB 25. The Company has elected to continue accounting for employee stock option plans under APB 25, and has accordingly complied with the disclosure requirements set forth in FAS 123, as amended by FAS 148, for companies electing to apply APB 25 (see also note 1u(1)).



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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

The following table illustrates the Proforma effect on net income (loss) and earnings (loss) per share assuming the Company has applied the fair value recognition provisions of FAS 123 to its stock-based employee compensation:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	\$ in thousands (except per share data)		
<S>	<C>	<C>	<C>
Net income (loss), as reported	\$ (36,347)	\$ 12,685	\$ 23,352
Add - stock-based employee compensation expense included in reported net income (loss) net of related tax effect	NIL	NIL	NIL
Less - stock-based employee compensation expense determined under fair value method, net of related tax effect	(331)	(690)	(1,384)
Pro forma net income (loss)	\$ (36,678)	\$ 11,995	\$ 21,968
Earnings (loss) per share:			
Basic - as reported	\$ (1.94)	\$ 0.69	\$ 1.28
Basic - pro forma	\$ (1.96)	\$ 0.65	\$ 1.20
Diluted - as reported	\$ (1.94)	\$ 0.67	\$ 1.24
Diluted - pro forma	\$ (1.96)	\$ 0.64	\$ 1.17

</TABLE>

The fair value of options granted during 2005, 2004 and 2003 was \$0, \$452 and \$72 thousands, respectively. The fair value of each option granted is estimated on the date of grant using the Black Scholes option-pricing model, with the following weighted average assumptions:

	2004	2003
Dividend yield	3.5%	5%
Expected volatility	28.00%	27.33%
Risk-free interest rate	4%	1%
Expected life - in years	4.25	4.25

r. Earnings (loss) per share

Basic earnings (loss) per share are computed by dividing net income (loss) by the weighted average number of shares outstanding during the year, net of treasury shares.

Diluted earnings (loss) per share are computed by dividing net income by the weighted average number of shares outstanding during the year, net of treasury shares, taking into account the potential dilution that could occur upon the exercise of options granted under employee stock option plans, using the treasury stock method. In 2005 all outstanding stock options have been excluded from the calculation of the diluted loss per share since their effect is anti-dilutive.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

s. Derivatives

The Company enters into forward exchange contracts to hedge the cash flows resulting from sales of products, salaries and wages, in currencies other than the functional currency. The Company does not hold derivative financial instruments for trading purposes.

Under FAS 133 "Accounting for Derivative and Hedging Activities", all derivatives are recognized on the balance sheet at their fair value. On the date that the Company enters into a derivative contract, it designates the derivative for accounting purposes, as: (1) hedging instrument, or (2) non-hedging instrument.

For derivative financial instruments that are designated and qualify as a cash flow hedge, the effective portions of changes in fair value of the derivative are recorded in other comprehensive income (loss), under "Gains or losses in respect of derivative instruments designated as a cash-flow hedge, net of related tax" and are recognized in the income statement when the hedged item affects earnings. Ineffective portions of changes in the fair value of cash flow hedges are recognized immediately in income among financial expenses. Changes in the fair value of derivatives that do not qualify for hedge accounting are recognized as income among financial expenses. Cash flows from derivatives that qualify as a cash flow hedge are recognized in the statements of cash flows in the same category as that of the hedged item.

t. Comprehensive income (loss)

Comprehensive income (loss) is composed of net income (loss) and other comprehensive income (loss) which includes gains or losses in respect of derivative instruments designated as cash-flow hedge, net of related taxes, differences from translation of foreign currency financial statements of a subsidiary and an associated company and additional minimum pension liability adjustments, net of related taxes.

u. Recently issued accounting pronouncements:

1) FAS 123 (revised 2004) Share-based Payment

In December 2004, the Financial Accounting Standards Board ("FASB") issued the revised Statement of Financial Accounting Standards ("FAS") No. 123, Share-Based Payment (FAS 123R), which addresses the accounting for share-based payment transactions in which the company obtains employee services in exchange for (a) equity instruments of the company or (b) liabilities that are based on the fair value of the company's equity instruments or that may be settled by the issuance of such equity instruments. In March 2005, the SEC issued Staff Accounting Bulletin No. 107 (SAB 107) regarding the SEC's interpretation of FAS 123R.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

FAS 123R eliminates the ability to account for employee share-based payment transactions using APB Opinion No. 25 - "Accounting for Stock Issued to Employees", and requires instead that such transactions be accounted for using the grant-date fair value based method. This Statement will be effective for public companies at the beginning of their next fiscal year that begins after June 15, 2005 (first quarter of 2006 for the Company). Early adoption of FAS 123R is encouraged. This Statement applies to all awards granted or modified after the Statement's effective date. In addition, compensation cost for the unvested portion of previously granted awards that remain outstanding on the Statement's effective date shall be recognized on or after the effective date, as the related services are rendered, based on the awards' grant-date fair value as previously calculated for the pro-forma disclosure under FAS 123.

The company estimates that there will not be any cumulative effect of adopting FAS 123R, as of its adoption date by the company (January 1, 2006), based on the awards outstanding as of December 31, 2005. This estimate does not include the impact of additional awards, which may be granted, or forfeitures, which may occur subsequent to December 31, 2005 and prior to the adoption of FAS 123R.

The Company expects that upon the adoption of FAS 123R, as of January 1, 2006, the Company will apply the modified prospective application transition method, as permitted by the Statement. Under such transition method, upon the adoption of FAS 123R, the Company's financial statements for periods prior to the effective date of the Statement will not be restated.

Compensation expense for outstanding awards for which the requisite service had not been rendered as of the effective date will be recognized over the remaining service period using the compensation cost calculated for pro-forma disclosure purposes under FAS 123.

Taking into account the transition method adopted by the Company, the Company expects that the effect of applying this statement on the Company's results of operations in 2006 as it relates to existing option plans would not be materially different from the FAS 123 pro forma effect previously reported. The balance of unamortized compensation before taxation of options at December 31, 2005 is immaterial. As to options granted after the balance sheet date, see note 16.

2) FAS 151 Inventory Costs - an amendment of ARB 43, Chapter 4

In November 2004, the FASB issued FAS No. 151, "Inventory Costs - an Amendment of ARB 43, Chapter 4" ("FAS 151").

This Statement amends the guidance in ARB No. 43, Chapter 4, "Inventory Pricing", to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs, and wasted material.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

This Statement requires that those items be recognized as current-period charges. In addition, this Statement requires that allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the production facilities. This Statement will be effective for inventory costs incurred during fiscal years beginning after June 15, 2005 (January 1, 2006 for the company). Earlier application of FAS 151 is permitted. The provisions of this Statement shall be applied prospectively. The company does not expect this statement to have a material effect on the company's financial statements, its results of operations or cash flows.

- 3) FAS 154 Accounting Changes and Error Corrections - a replacement of Accounting Principles Board Opinion ("APB") No. 20 and FASB Statement No. 3.

In June 2005, the Financial Accounting Standards Board issued FAS No. 154, "Accounting Changes and Error Corrections - a replacement of APB Opinion No. 20 and FASB Statement No. 3". This Statement generally requires retrospective application to prior periods' financial statements of changes in accounting principle. Previously, Opinion No. 20 required that most voluntary changes in accounting principle were recognized by including the cumulative effect of changing to the new accounting principle in net income of the period of the change. FAS 154 applies to all voluntary changes in accounting principle. It also applies to changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. When a pronouncement includes specific transition provisions, those provisions should be followed. This Statement shall be applied to accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005 (January 1, 2006 for the company).

- 4) FAS 155 - Accounting for Certain Hybrid Financial Instruments, an amendment of FASB Statement No. 133 and 140.

In February 2006, the FASB issued FAS 155, accounting for certain Hybrid Financial Instruments, an amendment of FASB statements No.133 and 140. This statement permits fair value measurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation. This statement is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. Earlier adoption is permitted as of the beginning of an entity's fiscal year, provided that no interim period financial statements have been issued for the financial year. Management is currently evaluating the impact of this statement, if any, on the Company's financial statements or its results of operations.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued):

- 5) FAS 156 - Accounting for servicing of Financial Assets - an amendment of FASB Statement No. 140

In March 2006 the Financial Accounting Standards Board (the "FASB") issued Statement of Financial Reporting No. 156 ("FAS 156"). This Statement amends FASB Statement No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, with respect to the accounting for separately recognized servicing assets and servicing liabilities, and is effective for financial periods beginning after September 15, 2006. The Company is currently evaluating the impact of FAS 156 on its financial statements. Since the Company does not currently engage in transfers of financial fixed assets, the company does not anticipate that the adoption of this statement will have a material impact on its financial statements.

- 6) EITF 04-13 - On September 15, 2005, the Emerging Issues Task Force ("EITF") of the Financial Accounting Standards Board ("FASB") reached a consensus on Issue 04-3, "Accounting for Purchases and Sales of Inventory with the Same Counterparty." EITF 04-13 describes the circumstances under which two or more inventory transactions with the same counterparty should be viewed as a single no monetary transaction, and describes the circumstances under which no monetary exchanges of inventory within the same line of business should be recognized at fair value. EITF 04-13 will be effective for transactions completed in reporting periods beginning after March 15, 2006. The Company is currently evaluating the applicability of EITF 04-13 to the Company's inventory transactions.

v. Reclassifications

Certain figures in respect of prior years have been reclassified to conform with the current year presentation.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - ACQUISITIONS AND OTHER TRANSACTIONS

The acquisitions described bellow have all been accounted for by the purchase method. The consideration for each acquisition was attributed to net assets on the basis of the fair value of assets acquired and liabilities assumed.

a. Acquisition of Burlen Inc. (Burlen) - in 2004

On December 8, 2004, the Company acquired, through a wholly owned subsidiary all of the shares of Burlen, a privately held U.S. company, which is engaged in the design, development, production, sourcing and marketing of ladies' intimate apparel.

The Burlen acquisition is another step in the Company's strategy to increase its intimate apparel category of the mass market by exploiting the synergies between Burlen's operations and the Company's existing activities. This acquisition is expected to strengthen the Company's position in the U.S. mass market.

The acquisition price amounted to \$ 59.6 million from which \$ 56.4 million was paid in cash (including \$ 8.2 million paid to a bank for discharge of a loan) and \$ 2.2 million in ordinary shares comprised of 215,684 ordinary shares reissued from treasury shares, based on a price per share of \$ 10.43. Acquisition costs of \$ 1.0 million were paid in 2005. During 2005, the company paid an additional \$1.3 million to the selling shareholders with respect to additional cost as it was agreed in the purchase agreement. This payment was recorded as additional goodwill, see also note 6.

In addition, under the agreement the Company may pay additional amounts to the selling shareholders, subject to achieving certain revenues and operating profit targets over a period of 3 years, 2005-2007.

In February 2006, an amendment to the stock purchase agreement was signed which specifies the additional amounts that would be paid to the selling shareholders, subject to achieving certain targets over a period of 6 years, from 2006-2011. The purpose of the amendment to the stock purchase agreement was to reflect in it the changes in sales volumes, due to changes in the structure of the company which were contemplated at the time of the original agreement but were not executed by the company. Payment of \$1.3 million was made against future consideration on March 15, 2006. The aggregate additional consideration, will be recorded as additional goodwill.

Another intangible asset acquired, which amounted to \$ 14.8 million, represents customer relationships and is amortized over a period of 20 years. Aggregate amortization expense for the years ended December 31, 2005, 2004 was \$779 thousands and \$0, respectively.

Estimated amortization expenses over the years 2006-2010, is \$739 thousand per year, and \$10.3 million in aggregate for the years 2011-2024.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - ACQUISITIONS AND OTHER TRANSACTIONS (continued):

The excess of cost of acquisition over the fair value of net assets, on acquisition date - \$ 3.9 million - was allocated to goodwill and included as part of Delta USA segment . Goodwill and customer relationships are deductible for tax purposes.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

At December 8, 2004 (in thousands)	
Cash and cash equivalents	\$ 2,605
Account receivable - Trade	20,577
Account receivable - Other	117
Inventories	19,677
Intangible asset	14,778
Property, plant, and equipment	7,805
Goodwill	3,873
	-----
Total assets acquired	\$ 69,432
	=====
Short-term bank credit	3,038
Accounts payable - Trade	4,341
Accounts payable - Other	2,452
	-----
Net assets acquired	\$ 59,601
	=====

As to proforma results, see note d below.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - ACQUISITIONS AND OTHER TRANSACTIONS (continued):

- b. Acquisition of a manufacturing plant in Thailand (Thailand) - in 2004

In December 2004 the Company acquired a manufacturing facility in Thailand for a total consideration of \$2.4 million. From the said amount \$0.9 million was paid for the shares and \$0.8 million was paid to settle debt of the former shareholders. In addition, the Company assumed bank debt of \$0.7 million. The acquired manufacturing facility in Thailand constitutes a "business" under EITF 98-3 - "Determining Whether a Nonmonetary Transaction Involves Receipt of Productive Assets or of a Business".

The main strategy behind the Thailand plant acquisition is to reduce the sewing cost. The excess of cost of acquisition over the fair value of net assets on acquisition date of approximately - \$1.0 million - was allocated to goodwill.

At December 31, 2004 (in thousands)

Cash and cash equivalent	\$ 61
Account receivable - Trade	1,025
Account receivable - Other	34
Inventories	1,381
Property, plant, and equipment	1,831
Goodwill	1,057

Total assets acquired	\$ 5,389
-----------------------	----------

Short-term bank credit	601
Accounts payable - Trade	528
Accounts payable - Other	1,776
Long term debt	131

Net assets acquired	\$ 2,353
---------------------	----------



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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - ACQUISITIONS AND OTHER TRANSACTIONS (continued):

c. Acquisition of Auburn Hosiery Mills ("Auburn") - in 2003

In November 2003, the Company acquired, through wholly owned subsidiaries, from Kellwood Inc. ("the seller") all of the shares of its two privately held U.S. and Irish companies, which are engaged in the operations of design, development, manufacturing, sourcing, marketing, distribution and sale of socks.

The acquisition price amounted to \$10.8 million in cash.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition. The excess of cost of acquisition over the fair value of net assets on acquisition date of approximately \$ 1.4 million - was initially allocated to goodwill.

At November 13, 2003 (in thousands)

Cash and cash equivalents	\$	699
Account receivable - Trade		5,754
Account receivable - Other		700
Inventories		9,448
Property, plant, and equipment		6,642
Goodwill		*1,368
		-----
Total assets acquired	\$	24,611
		=====
Short-term bank credit	\$	213
Accounts payable		7,435
Accrued expenses - restructuring costs		*6,163
		-----
Net assets acquired	\$	10,800
		=====

\*In 2003 the Company recorded liabilities in respect of restructuring costs in an amount of \$6.2 million, which includes approximately \$2.2 million for severance pay and related costs and \$ 4.0 million for costs associated with the shut down of certain acquired facilities. An amount of \$4.8 million was paid during 2004, \$2.0 million related to repayment of government grants, \$2.3 million related to employees, \$0.1 million related to property, plant and equipment and \$0.4 million related to manufacturing and others.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - ACQUISITIONS AND OTHER TRANSACTIONS (continued):

During 2004 the Company finalized the restructuring plan and liabilities in respect of restructuring costs, which resulted in a decrease of \$1.9 million on the excess of cost of the acquisitions over the fair value of net assets on acquisition date. The decrease was allocated \$1.4 million to goodwill (which off set the entire goodwill initially recognized) and \$0.5 million to property, plant and equipment.

- d. Hereafter are certain unaudited pro forma combined income data assuming that the acquisition of Burlen had occurred on January 1, 2004 and 2003, respectively, and the acquisition of Auburn had occurred on January 1, 2003. The unaudited pro forma financial information is not necessarily indicative of the combined results that would have been attained had the acquisitions of Burlen and Auburn occurred as of January 1, 2004 and 2003, respectively, nor is it necessarily indicative of future results.

	YEAR ENDED DECEMBER 31	
	2004	2003
	In thousands	
	(Except earnings per share)	
	(Unaudited)	
Net Revenues	\$ 763,375	\$ 721,172
Net Income	\$ 19,853	\$ 24,664
Earning per share - Basic	\$ 1.06	\$ 1.33
Earning per share - Diluted	\$ 1.04	\$ 1.30

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 3 - OTHER INVESTMENT AND INVESTMENT IN AN ASSOCIATED COMPANY

- a. Sale of investment in Standard Textile Europe Ltd. ("STE") - other investment

On August 4, 2000, a subsidiary signed an agreement for the sale of its investment in STE, which was an associated company (till January 2003), for \$ 9 million, which bears interest of LIBOR plus 1.5% per year.

The transaction was carried out in four equal batches, in the years 2004, 2003, 2002 and 2000. The capital gains recorded in the years 2004 and 2003 were \$958 thousand, \$885 thousand respectively, and were classified to "Other Income - net".

- b. Edomit Ltd. ("Edomit") - an associated company

The Company holds 50% of the shares in Edomit. The Company's investment in Edomit is accounted for by the equity method.

The carrying amount of the investment in Edomit as of December 31, 2005 and 2004 is a liability of \$55 thousand and an asset of \$ 455 thousand, respectively.

During the year 2005 Edomit repaid the loan received from the company. The Company also received dividend from Edomit in the amount of \$20 thousand and an additional dividend, in the amount of \$16 thousand, which was declared by Edomit in 2005, will be received during 2006. As of December 31, 2005 and 2004 the carrying amount included a loan in the amount of \$0 thousand and \$446 thousand, respectively. The loan is linked to the Israeli CPI and bears no interest.

NOTE 4 - LONG-TERM RECEIVABLES

Long-term receivables represent long-term loans to employees - mainly linked to the Israeli consumer price index ("CPI") and bearing interest at the rate of 4%.

These balances mature in the following years after balance sheet dates:

	DECEMBER 31	
	2005	2004
	In thousands	
First year - current maturities	\$ 107	\$ 193
Second year	127	204
Third year	9	14
Fourth year	8	5
Fifth year	4	3
	\$ 148	\$ 226
	\$ 255	\$ 419
	=====	=====

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DELTA GALIL INDUSTRIES LTD..  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 5 - PROPERTY, PLANT AND EQUIPMENT:

- a. Composition of property, plant and equipment, grouped by major classifications, is as follows:

<TABLE>  
<CAPTION>

		DECEMBER 31	
		2005	2004
		In thousands	
<S>		<C>	<C>
Land and buildings, see b. below*		\$ 32,205	\$ 41,627
Machinery and equipment		131,351	133,058
Vehicles, office furniture and equipment and leasehold improvements		54,318	48,623
		217,874	223,308
Less - accumulated depreciation and amortization		(108,743)	(94,967)
		\$ 109,131	\$ 128,341
		=====	=====
* Including building leased under capital lease - (see note 1f):			
Cost		\$ 1,414	\$ 1,414
Less - accumulated depreciation		501	409
		\$ 913	\$ 1,005
		=====	=====

</TABLE>

- b. Land and buildings

Part of the buildings of the Company stand on land leased from the Israel Lands Administration for periods expiring in the years 2016-2037. The leasehold rights have not yet been registered in the Land Registry.

Investment projects of the company and its subsidiary have been approved by the Israeli Investment Center, under the Law for the Encouragement of Capital Investment, 1959. The company has filed final reports to the Investment Center during 2005.

- c. Depreciation and amortization in respect of property, plant and equipment totaled \$ 14.6 , \$14.8 and \$ 14.3 million in the years ended December 31, 2005, 2004 and 2003 (excluding impairment of assets and impairment of assets relating to restructuring, see note 12e).
- d. As to pledges on assets, see notes 8d and 11a.
- e. On December 31, 2005 assets most of which were vacated following the reorganization plan and the discontinuation of activities there, are held for sale and include real-estate in Israel, Ireland, Scotland, Hungary and the US. These assets were classified to current assets at their net book value of \$7.4 million. During the second quarter of 2006 the company sold its assets in Ireland and is currently in advanced negotiation to sell part of it's assets in the US and in Scotland. The company estimates that the rest of the assets will be realized during 2006. See also note 15b, for segmental data.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 5 - PROPERTY, PLANT AND EQUIPMENT (continued):

- f. During 2005, as a result of the restructuring plan, following the change in operation in various divisions and the erosion in profitability, the Company tested the carrying amount of it's long-lived assets and as a result recorded a total impairment of \$9.8 million, of which \$2.4 is included among restructuring expenses and \$7.4 million is included among impairment of assets.

The long-lived assets which were impaired include mainly machinery and equipment in the fabric and Seam-free facilities in Israel, and leasehold improvements in real-estate which would be abandoned as part of the Company's plan to consolidate most of it's premises in Carmiel, Israel. See also note 15, for segmental data.

NOTE 6 - GOODWILL

The Company has selected September 30 of each year as the date on which it performs its annual goodwill impairment test. As a result of this test in 2005, the company recorded an impairment of \$5.5 million.

Financial results of the U.S Upper Market and Socks segments and the expected results of these segments have been reevaluated during the goodwill impairment test. The erosion in selling prices, due to the changes in the business environment, indicated a decrease in the fair value of the reporting unit, which resulted in the above mentioned impairment.

The fair value of these reporting units were estimated using the multiple method.

Changes in the carrying amount of goodwill for the two years ended December 31 2005, are as follows:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31, 2005				
	In thousands				
	DELTA USA	US UPPER MARKET	EUROPE	SOCKS	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>
Goodwill at beginning of year	\$ 50,605	\$ 2,119	\$ 1,810	\$ 3,386	\$ 57,920
Changes during the year:					
Impairment of Goodwill		(2,119)		(3,386)	(5,505)
Adjustment to purchase price, see note 2a	1,274	-		-	1,274
Goodwill at end of year	\$ 51,879		\$ 1,810		\$ 53,689
	=====	=====	=====	=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 - GOODWILL (continued):

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31, 2004				
	In thousands				
	DELTA USA	US UPPER MARKET	EUROPE	SOCKS	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>
Goodwill at beginning of year	\$ 46,732	\$ 2,119	\$ 753	\$ 4,754	\$ 54,358
Changes during the year:					
Goodwill arising from acquisition of subsidiaries, see notes 2a and 2b	3,873		1,057		4,930
Adjustment to purchase price, see note 2c				(1,368)	(1,368)
Goodwill at end of year	\$ 50,605	\$ 2,119	\$ 1,810	\$ 3,386	\$ 57,920

</TABLE>

NOTE 7 - EMPLOYEE RIGHTS UPON RETIREMENT:

- a. Employees related obligations are composed as follows:

	DECEMBER 31	
	2005	2004
	In thousands	
Accrued severance pay	\$ 6,360	\$ 6,076
Obligation in respect of defined benefit plans	1,490	1,332
	\$ 7,850	\$ 7,408

As of December 31, 2005 and 2004, the Group had deposits of \$ 5.8 million and \$ 5.7 million, respectively, with funds managed by major Israeli insurance companies, which are earmarked by management to cover the severance pay liability in respect of Israeli employees. The amounts deposited with insurance companies are marketed to market at each balance sheet date, with gains and losses recorded in the statement of operations. Under FAS No. 132, "Employers Disclosures About Pensions and Other Post Retirement Benefits", such deposits are not considered to be "plan assets".

Costs of pension and severance pay charged to income in the years ended December 31, 2005, 2004 and 2003 were \$ 6.2 million, \$ 7.5 million and \$ 7.0 million respectively (in 2005, 2004 and 2003, excluding \$ 5,893 thousand, \$ 190 thousand and \$ 850 thousand, respectively, relating to the termination of employment, which were charged to restructuring expenses, see note 12e).

The profit (loss) from deposits in respect of severance pay were \$ (120) thousand, \$ 416 thousand and \$ (214) thousand in the years ended December 31, 2005, 2004 and 2003, respectively.

The main terms of the various arrangements with employees are described in b. below. Further details relating to defined benefit plans, as required by FAS 132, are presented in b and c below.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 - EMPLOYEE RIGHTS UPON RETIREMENT (continued):

b. Terms of arrangements:

1) The Company and Israeli subsidiaries

Israeli law generally requires payment of severance pay and/or pensions upon dismissal of an employee or upon termination of employment in certain other circumstances. The following principal plans relate to employee rights upon retirement, as applicable to Israeli companies in the Group:

Pension plans for the majority of the Group's employees - under collective labor agreements, these external pension plans cover the severance pay liability. The pension and severance pay liabilities covered by these plans are not reflected in the financial statements as the pension and severance pay risks have been irrevocably transferred to the pension funds.

a) Insurance policies for employees in managerial positions - these policies provide coverage for severance pay and pension liabilities of managerial personnel. Under labor agreements these insurance policies are, subject to certain limitations, the property of the employees.

b) Severance pay liabilities not covered by the pension funds are fully provided for in these consolidated financial statements, as if it was payable at each balance sheet date on an undiscounted basis, based upon the number of years of service and the most recent monthly salary of the Group's employees in Israel.

2) Non-Israeli subsidiary

A U.S. subsidiary provides various defined benefit pension plans to its employees, see c below.

At December 31, 2005, the assets of the defined benefit pension plan are primarily invested in group annuity contracts with an insurance company. The plan was frozen effective January 1996.

The Company maintains two defined contribution 401(k) plans. Contributions are based on a percentage of annual salaries. The Company generally matches 50% of each participant's pretax contribution up to 4% of the participant's annual compensation, depending on the plan. The Company's matching contribution was \$308 thousand and \$233 thousand for the years ended December 31, 2005 and 2004, respectively.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 - EMPLOYEE RIGHTS UPON RETIREMENT (continued):

c. Certain details relating to defined benefit plans:

<TABLE>

<CAPTION>

	2005	2004
	-----	-----
	In thousands	
	-----	-----
<S>	<C>	<C>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$ 3,140	\$ 3,145
Interest cost	178	179
Actuarial loss	204	20
Benefit paid	(192)	(204)
	-----	-----
Benefit obligation at end of year	\$ 3,330	\$ 3,140
	-----	-----
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 2,999	\$ 2,888
Actual return on plan assets	188	90
Employer contribution	125	225
Benefit paid, including plan expenses	(223)	(204)
	-----	-----
Fair value of plan assets at end of year	\$ 3,089	\$ 2,999
	-----	-----
Reconciliation of funded status:		
Funded status (carryforward obligations)	\$ (241)	\$ (141)
Unrecognized net actuarial loss	1,490	1,332
Adjustment to recognize minimum liability	(1,490)	(1,332)
	-----	-----
Accrued pension cost	\$ (241)	\$ (141)
	=====	=====

</TABLE>

The estimated future benefit payments in each of the five years subsequent to 2005 are as follows (in thousands):

2006	\$ 191
2007	191
2008	199
2009	213
2010	217
2011-2015	1,137
	-----
	\$ 2,148
	=====

The actuarial assumptions used to determine the benefit obligations and costs are as follows:

<TABLE>

<CAPTION>

	2005	2004	2003
	-----	-----	-----
<S>	<C>	<C>	<C>
Weighted average assumptions at end of year:			
Discount rate	5.41%	5.75%	6.00%
Expected return on plan assets	6.00%	6.25%	6.25%
Rate of compensation increase	N/A	N/A	N/A

</TABLE>



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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 - EMPLOYEE RIGHTS UPON RETIREMENT (continued):

Additional information

Increase in minimum liability included other comprehensive income, net of tax, \$99 thousand and \$45 thousand in year 2005 and 2004 respectively.

Information for a pension plan with an accumulated benefit obligation in excess of plan assets is as follows (in thousands):

	2005	2004
Projected benefit obligation	\$ 3,330	\$ 3,139
Fair value of plan assets	3,089	2,999

Contributions totaling \$125 thousand and \$225 thousand were made in the year ended December 31, 2005 and 2004, respectively. For the year ended December 31, 2006, the Company anticipates satisfying any minimum funding requirements by making contributions of \$191 thousand.

The consolidated components of net periodic benefits costs are as follows:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Interest cost	\$ 178	\$ 179	\$ 183
Actual return on plan assets	(182)	(122)	(85)
Recognized net actuarial cost	72	10	13
	\$ 68	\$ 67	\$ 111
	=====	=====	=====

</TABLE>

At December 31, 2005 and 2004, the assets of the defined benefit plan are primarily invested in group annuity contracts with an insurance company. The Company recorded the minimum pension liability required by the provisions of Financial Accounting Standards Board Statement No. 87, Employers Accounting for Pensions.

d. Cash flows information regarding the company's liability for employee rights upon retirement:

- The Company expects to contribute in 2006, \$610 thousand to insurance companies and \$225 thousand to contribution plans.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 - EMPLOYEE RIGHTS UPON RETIREMENT (continued):

2. The Company expects to pay the following future benefits to its Israeli employees upon their normal retirement age:

	SEVERANCE PAY BENEFITS
	-----
	In thousands
	-----
2006	\$ 49
2007	\$ 267
2008	\$ 249
2009	\$ 580
2010	\$ 147
Years 2011-2015	\$ 1,591

These amounts, as they relate to the Israeli subsidiaries were determined based on the employees' current salary rates and the number of service years that will be accumulated upon their retirement date. These amounts do not include additional amounts that might be paid to employees that will cease working with the Company before their normal retirement age.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 8 - LONG-TERM LIABILITIES - BANK LOANS AND OTHER LIABILITY:

a. Composition:

<TABLE>

<CAPTION>

	WEIGHTED AVERAGE INTEREST RATE	DECEMBER 31	
	DECEMBER 31, 2005	2005	2004
	%	In thousands	
<S>	<C>	<C>	<C>
Bank loans - in dollars or linked thereto*	5.8%	\$ 98,337	\$126,131
Bank loans - in other currencies			216
Other liability - obligation under capital lease, see note 1f and c below - in dollars	8.6%	963	1,032
		99,300	127,379
L e s s - current maturities		29,623	27,942
		\$ 69,677	\$ 99,437
		=====	=====

</TABLE>

\* In January 2006 the company repaid \$25 million as part of the new credit agreement. See e3 below.

b. Total liabilities (net of current maturities) mature in the following years after balance sheet dates:

	DECEMBER 31	
	2005	2004
	In thousands	
Second year	\$ 23,229	\$ 29,703
Third year	23,236	23,270
Fourth year	22,587	23,230
Fifth year	100	22,584
Sixth year and thereafter	525	650
	\$ 69,677	\$ 99,437
	=====	=====

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 8 - LONG-TERM LIABILITIES - BANK LOANS AND OTHER LIABILITY (continued):

- c. A subsidiary of the Company has entered into capital lease agreements for a building it uses; the lease will expire in 2014.

Following are the future minimum lease payments, by years, under capital lease and the present value of the net minimum lease payments as of December 31, 2005:

	In thousands
	-----
First year - current maturities	158
Second year	158
Third year	158
Fourth year	158
Fifth year	158
Sixth year and thereafter	632
	-----
	1,422
L e s s - amount representing interest	459
	-----
	963
	=====

- d. Liabilities to banks are fully secured by floating charges in an unlimited amount on all the assets and rights of the Company and the assets of its subsidiaries.
- e. Delta Galil USA Inc., a subsidiary of the Company is a party to a credit agreement, which was amended, as of December 9, 2004, with Bank Leumi U.S.A and Bank Hapoalim B.M. Borrowings under the credit agreement are secured by substantially all of the assets of the subsidiary. The credit agreement provides for \$ 130 million in loans, of which \$ 70 million are long term loans. The loan bears interest at a variable rate that is linked to the Libor. As of December 31, 2005, the interest rate on the long term loan was 5.9% and on the short-term credit was 5.65%. The principal of the long term loans is payable in 20 equal quarterly installments of approximately \$3.5 million each until December 1, 2009. As of December 31, 2005 the unutilized credit line was \$ 24 million.

The credit agreement includes covenants based on (1) the ratio of Delta Galil USA's earnings before interest, taxes, depreciation and amortization, or EBITDA, to fixed charges; (2) the ratio of net worth to total assets of Delta Galil USA; and (3) the ratio of the sum of Delta Galil USA's (a) loans (b) letters of credit, and (c) acceptances to EBITDA.

Delta Galil USA and the banks amended the credit agreement in January 2006 and in May 2006. The material changes contained in the amendments are the following: A prepayment of \$25 million of the principal amount of the long term loan; a reduction in the quarterly payment on the long term loan from \$3.5 million to \$1.9 million; an extension of the expiration date of the revolving loan facility from January 15, 2006 to January 31, 2007; a deposit of \$4 million with Bank Leumi USA and a pledge of that deposit to the banks, an increase of 0.25% in the interest rate; and a change of the covenant mentioned above as follows:

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 8 - LONG-TERM LIABILITIES - BANK LOANS AND OTHER LIABILITY (continued):

1. The ratio of Delta Galil USA's EBITDA to fixed charges, as defined in the credit agreement, may not be below 1 to 1 for each three -month period ending June 30, September 30, and December 31, 2006, with such ratio rising to 1.5 to 1 for the twelve months ending March 31, June 30, September 30, and December 31, 2007, and 1.6 to 1 for the twelve months ending March 31, June 30, September 30, and December 31 2008 and 2009;
2. The ratio of net worth to total assets of Delta Galil USA may not be below 0.25 to 1 for the twelve months ending March 31, 2006 and June 30, 2006, and a ratio of 0.28 to 1 for the twelve months ending September 30, 2006 and for the twelve-month period ending December 31, 2006, with such ratio rising to 0.4 to 1 for the twelve months ending March 31, 2007 and for the end of each subsequent quarter until maturity;
3. The ratio of the sum of Delta Galil's (a) loans (b) letters of credit, and (c) acceptances (or, collectively, debt) to EBITDA may not exceed 6.70 to 1 for the twelve months ending March 31, 2006; 5.70 to 1 for the twelve months ending June 30, 2006, and 4.0 to 1 for the twelve months ending each of September 30, 2006 and December 31, 2006, with such ratio rising to 3.5 to 1 for the twelve months ending March 31, June 30, September 30, and December 31, 2007, 3.0 to 1 for the twelve months ending March 31, 2008 and for each twelve months period ending at the end of each subsequent quarter until maturity.

Delta Galil USA did not satisfy the covenant relating to the ratio of EBITDA to fixed charges, as in effect prior to the amendment in the agreement, for the year ended December 31, 2005. The amendment of January 2006 provided for a waiver of all of the financial covenants for the period ending December 31, 2005. Management believes that Delta Galil USA will satisfy the covenants as currently in effect.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 9 - COMMITMENTS AND CONTINGENT LIABILITIES:

a. Commitments

The Company and its subsidiaries lease 34 facilities under operating leases. The leases (including extension options) for 20 facilities expire on various dates between 2007 and 2029 and the remaining leases expired in 2006. The Company intends to renew some of these leases. The minimum future annual lease payment over each of the years 2006 to 2010 will amount to \$9.2, \$7.8, \$6.5, \$5.8 and \$3.0 million, respectively. In the period from 2011 to the end of the lease periods, the cumulative lease payments will amount to \$ 16.4 million. The lease expenses for each of the years 2005, 2004 and 2003 were \$ 9.3 million, \$ 8.6 million and \$ 7.3 million, respectively.

- b. The Company entered into agreements which granted the Company rights to market certain of its products under brand names owned by other parties. Royalties under these agreements are calculated as a percentage of the sales. The royalties rate range from 4% to 16% of sales.

c. Contingent liabilities - Guarantees

The Company and its subsidiaries signed a guarantee, each for other, which is unlimited in amount to all of the group's liabilities.

- d. As to contingent consideration, see note 2a.

NOTE 10 - SHAREHOLDERS' EQUITY:

a. Share capital:

- 1) The Company's shares are traded on the Tel-Aviv Stock Exchange ("TASE") and in the form of American Depositary Shares ("ADS's"), each of which represents one ordinary share, on the Nasdaq National Market in the United States. On December 31, 2005, the closing price per ADS on Nasdaq was \$5.98; the shares were quoted on the TASE on that date at NIS 28.24 (\$6.15).
- 2) On December 2004, the Company reissued 215,684 treasury shares as part of the proceeds paid to the selling shareholders of Burlen, see note 2a.
- 3) In December 2002, the Company repurchased 565,000 of the Company's shares for an amount of \$ 6,215 thousands (representing \$ 11.0 per share).
- 4) On September 28, 2001, the Company's Board of Directors approved the repurchase of Company shares for an amount of up to \$3.0 million. During 2002 and 2001 the Company purchased 282,483 and 96,017 shares, respectively, in the open market at an average price of \$7.58 and \$9.0 per share in a total amount of \$2,141 thousands and \$860 thousands, respectively.
- 5) As of December 31, 2005 and 2004, the balance of shares issued by the Company for the purpose of future exercise of employee stock options, which is held by a trustee company, is 45,882.
- 6) The shares held by the Company have no voting rights and are not entitled to receive dividends.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 10 - SHAREHOLDERS' EQUITY (continued):

b. Stock options plans for employees and the Company's CEO:

- 1) On May 10, 1998, the Company's Board of Directors approved an employee stock option plan for the grant, without consideration, of 304,696 options, exercisable in purchase of 319,931 ordinary shares of NIS 1 par value of the Company, to thirteen senior employees of the Company and/or its subsidiaries. All of the above options were granted in June 1998. The exercise price of each option is \$ 8.297, based on the quoted price of the Company's shares on the last day of trade prior to the Board of Directors' resolution (\$ 9.22), less 10%. The options vested in four equal batches.

As of December 31, 2005, all the options are fully vested. The options are exercisable over three years period, commencing on the date that is two years after the date such option vested. Any option not exercised within the said five years will expire. The options expire over the years 2003-2006.

- 2) On September 10, 1998, the Company's Board of Directors approved a plan for the grant, at no consideration, of 100,000 options to its CEO at that time, which are exercisable in purchase of 100,000 shares of NIS 1 par value of the Company. All of said options were granted in September 1998. The exercise price of each option is \$ 7.90, based on the quoted price of the Company's share on the last day of trade prior to the Board of Directors' resolution (\$ 8.77), less 10%. The options vested in four equal batches. As of December 31, 2005, all the options are fully vested. The exercise terms under the CEO's plan are identical to those of the employees plan.
- 3) On June 4, 2000, the Company's Board of Directors approved an employee stock option plan for the grant, without consideration, of 809,000 options (including 100,000 options to its CEO), exercisable to 809,000 ordinary shares of NIS 1 par value of the Company, to 70 senior employees of the Group ("the optionees"). All the options were granted on August 6, 2000. The exercise price of each option is \$ 21.07, based on the quoted price of the Company's shares on the last day of trade prior to the Board of Directors' resolution.

The options vested in four equal batches: the first, second, third and fourth batch vested in August 2001, 2002, 2003 and 2004, respectively. The options are exercisable over a three years period, commencing one year after the vesting date of each batch.

As of December 31, 2005, all the options are fully vested. Any option not exercised within the said three years will expire. The options expire over the years 2005-2008.

- 4) On October 23, 2002, the Company's Board of Directors approved an employee stock option plan for the grant, without consideration, of 1,100,000 options (including 100,000 options to its CEO), exercisable in purchase of 1,100,000 ordinary shares of NIS 1 par value of the Company. The exercise price of each option is the higher of the quoted price of the Company's shares on the grant day or \$ 9.

On November 22, 2002, the Company granted 1,004,500 options to 97 senior employees of the Group (including 100,000 options to the CEO) at an exercise price of \$ 9. The options vest in four equal batches. The first, second, third and fourth batches will vest in November 2003, 2004, 2005 and 2006, respectively. The options are exercisable over a three-year period, commencing one year after the vesting date of the first batch and on the vesting date of the second, third and fourth batch.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 10 - SHAREHOLDERS' EQUITY (continued):

In May 2003 the Company granted 30,000 options to three employees of the Group at an exercise price of \$10.76. The first and the second batch vested in May 2004 and 2005, respectively and the third and fourth batches will vest in May 2004, 2005, 2006 and 2007 respectively. In March and in August 2004 the Company granted 80,000 and 30,000 options respectively, to six and one employees of the Group, respectively, at an exercise price of \$ 15.35 and \$ 12.74, respectively. The first, second, third and fourth batches will vest in March and August 2005, 2006, 2007 and 2008 respectively.

The options are exercisable over a three-year period, commencing one year after the vesting date of the first batch and on the vesting date of the second, third and fourth batch.

At December 31, 2005 95,000 options remain available for grant under the plan.

- 5) The grant of options to Israeli employees under the Company's plans is subject to the terms stipulated by Section 102 and 102A of the Israeli Income Tax Ordinance. Inter-alia, that Section provides that the Company will be allowed to claim as an expense for tax purposes the amounts credited to the employees as a benefit, when the related tax is payable by the employee.
- 6) The rights pertaining to the ordinary shares issued upon exercise of the options will be identical to those of the other ordinary shares of the Company.
- 7) Following is a summary of the status of the Company's stock option plans:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31					
	2005		2004		2003	
	NUMBER*	WEIGHTED AVERAGE EXERCISE PRICE	NUMBER	WEIGHTED AVERAGE EXERCISE PRICE	NUMBER*	WEIGHTED AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Options outstanding at beginning of year	1,832,071	\$ 13.84	1,830,702	\$ 13.50	2,038,562	\$ 13.07
Changes during the year:						
Granted - at market price	-	-	110,000	\$ 14.65	30,000	\$ 10.76
Exercised			(41,756)	\$ 7.91	(180,109)	\$ 7.91
Forfeited	(23,000)	\$ 9.00	(66,875)	\$ 9.34	(57,751)	\$ 11.35
Expired	(247,066)	\$ 18.30				
Options outstanding at end of year	1,562,005	\$ 13.21	1,832,071	\$ 13.84	1,830,702	\$ 13.50
Options exercisable at end of year	1,238,005	\$ 13.79	1,106,821	\$ 14.69	528,952	\$ 17.15

</TABLE>

- \* Represents the number of shares arising upon exercise of options, based on the conversion ratio.



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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 10 - SHAREHOLDERS' EQUITY (continued):

- 8) The following table summarizes information regarding options outstanding at December 31, 2005:

NUMBER OF SHARES ISSUABLE UPON EXERCISE OF OPTIONS				
-----				
	OUTSTANDING		VESTED	EXERCISABLE
-----				
EXERCISE	BALANCE AT	WEIGHTED	BALANCE AT	BALANCE AT
PRICES	DECEMBER 31,	AVERAGE	DECEMBER 31,	DECEMBER 31,
	2005	REMAINING	2005	2005
		CONTRACTUAL		
		LIFE		
-----				
		YEARS		
		-----		
\$8.30	37,130	0.7	37,130	37,130
\$7.90	25,000	0.9	25,000	25,000
\$21.07	494,875	1.5	494,875	494,875
\$9.00	865,000	2.6	666,000	666,000
\$10.76	30,000	3.1	15,000	15,000
\$15.35	80,000	4.1	20,000	-
\$12.74	30,000	4.3	7,500	-
	=====		=====	=====
	1,562,005		1,265,505	1,238,005
	=====		=====	=====

- 9) As to a new option plan, see note 16.

c. Retained Earnings

In determining the amount of retained earnings available for distribution as a dividend, the Companies Law stipulates that the cost of the Company's shares acquired by the Company (that are presented as a separate item in the statement of changes in shareholders' equity) has to be deducted from the amount of retained earnings.

NOTE 11 - TAXES ON INCOME:

- a. The Company and certain Israeli subsidiaries (hereafter - the Companies):

- 1) Tax benefits under the Israeli Law for the Encouragement of Capital Investments, 1959 ("the law")

The Company and certain Israeli subsidiary have received investment grants from the State of Israel. The entitlement to the above benefits is conditional upon the companies fulfilling the conditions stipulated by the law, regulation published thereunder and the instruments of approval for the specific investments in approved enterprises. In the event of failure to comply with the terms attached to the receipt of those grants, the companies may be required to refund the amount of the grants, in whole or in part, with linkage differences to the Israeli CPI and interest from the date of receipt, see note 5.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 - TAXES ON INCOME (continued):

The abovementioned companies have registered floating charges on all their assets in favor of the State of Israel as security for compliance with the terms relating to the grants.

- 2) Measurement of results for tax purposes under the Income Tax (Inflationary Adjustments) Law, 1985 (the "inflationary adjustments law")

Under the inflationary adjustments law, results for tax purposes are measured in real terms, having regard to the changes in the Israeli CPI. Under income tax regulations, the Company and certain subsidiaries are entitled to adjust their results for tax purposes on the basis of the changes in the exchange rate of the dollar, instead of the changes in the Israeli CPI. The Company and one of its subsidiaries chose to do so.

As explained in note 1a(4), the financial statements were measured in dollars. Paragraph 9(f) of FAS 109 creates an exception which prohibits the recognition of deferred tax liabilities or assets that arise from differences between the financial reporting and tax bases of assets and liabilities that are remeasured from the local currency into dollars using historical exchange rates, and that result from (i) changes in exchange rates, or (ii) indexing for tax purposes.

- 3) Tax rates

The income of the Company and its Israeli subsidiaries is taxed at the statutory rate. Through December 31, 2003, the corporate tax rate was 36%. In July 2004, Amendment No. 140 to the Income Tax Ordinance was enacted. One of the provisions of this amendment is that the corporate tax rate is to be gradually reduced from 36% to 30%. In August 2005, a further amendment (No. 147) was published, which makes a further revision to the corporate tax rates prescribed by Amendment No. 140. As a result of the aforementioned amendments, the corporate tax rates for 2004 and thereafter are as follows: 2004 - 35%, 2005 - 34%, 2006 - 31%, 2007 - 29%, 2008 - 27%, 2009 - 26% and for 2010 and thereafter - 25%.

As a result of the changes in the tax rates, the company adjusted - in each of the years 2004 and 2005 - at the time the aforementioned amendments were made, its deferred tax balances, in accordance with the tax rates expected to be in effect when the deferred tax asset or liability is expected to be settled or realized. The effect of the change has been carried to income on a current basis.

Pursuant to another amendment to the Income Tax Ordinance, which became effective in 2003, capital gains are taxed at a reduced rate of 25% from January 1, 2003, instead of the regular corporate tax rate at which such gains were taxed until the aforementioned date. The aforesaid amendment stipulates that with regard to the sale of assets acquired prior to January 1, 2003, the reduced tax rate will be applicable only for the gain allocated to capital gains earned after the implementation of the amendment, which will be calculated, as prescribed by said amendment.

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DELTA GALIL INDUSTRIES LTD..  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 - TAXES ON INCOME (continued):

- 4) Tax benefits under the Law for the Encouragement of Industry  
(Taxation), 1969

The Company and certain Israeli subsidiary are "industrial companies" as defined by this law. As such, these companies are entitled to certain tax benefits, consisting mainly of accelerated depreciation, as stipulated by regulations published under the inflationary adjustments law, and the right to claim public issuance expenses as a deduction for tax purposes.

Pursuant to this law, the Company files consolidated tax returns with the said subsidiary.

b. Non-Israeli subsidiaries

Subsidiaries that are incorporated outside of Israel, except which incorporated in the free zone, are assessed for tax under the tax laws in their countries of residence. The principal tax rates applicable to main subsidiaries outside Israel are as follows:

Company incorporated in the USA - tax rate of 38%-40%  
Company incorporated in U.K. - tax rate of 30%

c. Carryforward tax losses

Carryforward tax losses (derived from the Israeli companies) as of December 31, 2005 and 2004, aggregate to \$ 51 million and \$ 36 million, respectively.

Carryforward tax losses in Israel may be utilized indefinitely.

d. Deferred income taxes:

- 1) The deferred income taxes are composed as follows:

<TABLE>  
<CAPTION>

	DECEMBER 31	
	2005	2004
	In thousands	
<S>	<C>	<C>
Property, plant and equipment	\$ 8,198	\$ 13,832
Inventories	(1,824)	(841)
Provisions for employee related obligations	(1,377)	(1,457)
Other	(116)	653
In respect of carry forward tax losses (see c. above)	(17,539)	(10,968)
Valuation Allowance	8,932	
Total	\$ (3,726)	\$ 1,219

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 - TAXES ON INCOME (continued):

- 2) Deferred income taxes are presented in the balance sheets as follows:

	DECEMBER 31	
	2005	2004
Among current assets	\$ (4,726)	\$ (3,675)
Among non-current assets	(267)	
Among long term liabilities	1,267	4,894
	\$ (3,726)	\$ 1,219
	=====	=====

- e. Income (loss) before taxes on income is composed as follows:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
The Company and its Israeli subsidiaries	\$ (26,757)	\$ 3,190	\$ (4,832)
Non-Israeli subsidiaries	(11,365)	13,946	36,263
	\$ (38,122)	\$ 17,136	\$ 31,431
	=====	=====	=====

</TABLE>

- f. Income tax (benefit) expense included in the statements of operations:

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Current:			
Israeli	\$ 1,422	\$ 1,636	\$ 746
Non-Israeli	2,911	1,941	10,292
	4,333	3,577	11,038
Deferred:			
Israeli	\$ (2,970)	\$ (498)	\$ (4,075)
Non-Israeli	(1,902)	219	520
	(4,872)	(279)	(3,555)
For previous years:			
Israeli	\$ (173)	\$ (516)	\$ (30)
Non-Israeli	(1,590)	64	(113)
	(1,763)	(452)	(143)
	\$ (2,302)	\$ 2,846	\$ 7,340
	=====	=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 - TAXES ON INCOME (continued):

- g. Following is a reconciliation of the theoretical tax expense (benefit), assuming all income is taxed at the regular tax rates applicable to income of companies in Israel (36% in 2003, 35% in 2004 and 34% in 2005) and the actual tax expense (benefit):

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Income (loss) before taxes, as reported in the consolidated statements of operations	\$ (38,122)	\$ 17,136	\$ 31,431
Theoretical tax expense (benefit)	\$ (12,961)	\$ 5,997	\$ 11,315
Additional tax expenses arising from reduced tax rate on losses from an approved enterprise		73	380
Increase (decrease) in tax arising from different tax rate applicable to non-Israeli subsidiaries	1,926	(2,575)	(2,834)
	(11,035)	3,495	8,861
Increase (decrease) in taxes resulting from permanent differences:			
Disallowable deductions	2,455	110	36
Previous years	(1,763)	(452)	(143)
Difference between the basis of measurement of income reported for tax purposes and the basis of measurement of income for financial reporting purposes - net	453	(807)	151
Valuation allowance	8,932		
Change in the tax rates on which tax expense was computed	1,154		
Sundry - net	(2,498)	500	(1,565)
Taxes on income - in the consolidated statements of operations	\$ (2,302)	\$ 2,846	\$ 7,340

</TABLE>

- h. Tax assessments

Tax assessments for the Company and most of its Israeli subsidiaries are considered final through the tax year 2000.

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DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 - SUPPLEMENTARY FINANCIAL STATEMENT INFORMATION:

Balance sheets:

<TABLE>

<CAPTION>

		DECEMBER 31	
		2005	2004
		In thousands	
		<C>	<C>
<S>			
a.	Accounts receivable:		
1)	Trade:		
	Outside Israel	\$ 91,126	\$ 90,682
	In Israel	13,298	14,447
		\$ 104,424	\$ 105,129
		=====	=====
	Principal customers (see note 1n and 15c):		
	Customer 1	\$ 8,556	\$ 2,656
		=====	=====
	Customer 2	\$ 21,361	\$ 29,871
		=====	=====
	Customer 3	\$ 11,153	\$ 15,455
		=====	=====
2)	Other:		
	Investment grant receivable		\$ 646
	Government departments	\$ 2,935	1,501
	Prepaid expenses	2,365	1,822
	Deposits	1,009	858
	Income receivable	103	1,184
	Employees	311	380
	Receivables from subcontractors	4,159	2,987
	Sundry	2,362	1,249
		\$ 13,244	\$ 10,627
		=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 - SUPPLEMENTARY FINANCIAL STATEMENT INFORMATION (continued):

<TABLE>  
<CAPTION>

		DECEMBER 31	
		2005	2004
		In thousands	
		<C>	<C>
<S> b.	Inventories:		
	Finished products	\$ 108,984	\$ 137,813
	Products in process	16,247	21,829
	Raw materials and supplies	11,519	12,797
	Packaging and maintenance materials	10,392	11,328
		\$ 147,142	\$ 183,767
		=====	=====

</TABLE>

c. Short-term bank credit

The weighted average interest rate of short-term bank credit as of December 31, 2005 and 2004 is 5.1% and 3.5%, respectively. A subsidiary is a party to a credit agreement, which was amended, as of December 9 2004 and during 2006, with Bank Leumi U.S.A and Bank Hapoalim B.M. Borrowings under the credit agreement are secured by substantially all of the assets of the subsidiary. The credit agreement provides for up to \$ 60 million in short term credit (see note 8e).

Unutilized short-term credit lines of the Group (under the USA credit agreement and other credit agreements) as of December 31, 2005 and 2004 aggregated to \$ 109 million and \$ 163 million, respectively.

<TABLE>  
<CAPTION>

		DECEMBER 31	
		2005	2004
		In thousands	
		<C>	<C>
<S> d.	Accounts payable and accruals - other:		
	Employees and employee institutions	\$ 7,458	\$ 7,745
	Provision for vacation and recreation pay	3,179	4,297
	Government department	4,084	2,731
	Accrued expenses	20,109	18,300
	Accrued expenses - restructuring expenses	3,250	
	Other	1,084	1,010
		\$ 39,164	\$ 34,083
		=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 - SUPPLEMENTARY FINANCIAL STATEMENT INFORMATION (continued):

Statements of operations:

e. Restructuring expenses:

- 1) Consolidated statements of operations for the year ended December 31, 2005 include restructuring expenses in Delta USA, US Upper market, Europe and Socks segments totaling approximately \$9.1 million. During the year ended December 31, 2004 and 2003 the company implemented restructuring plan in the European segment totaling approximately \$1.1 million and \$1.0 million respectively.
- 2) The primary components of the restructuring expenses are:

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31			
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Costs relating to workforce reduction	\$ 5,894	\$ 190	\$ 850
Impairment of fixed assets	2,370	50	157
Receivables write-off	180	860	
Costs relating to other expenses	658		
	\$ 9,102	\$ 1,100	\$ 1,007
	=====	=====	=====

</TABLE>

The 2005 program

During 2005 the company initiated a restructuring program designated to reduce its cost structure and increase efficiency (the "2005 program"). Restructuring expenses include the closure of a sewing plant in Carmiel, Israel in a total cost of \$0.4 million and a dismissal of approximately 200 employees and the following steps included in the restructuring program initiated in the third quarter of 2005 both designated to reduce its cost structure and increase efficiency:

- a. Closure of a sewing plant in Central America and moving the production to subcontractors in the Far East, and a distribution center in New Jersey, both served Delta Galil USA segments. The closure of this sewing plant resulted in total restructuring costs of \$1.1 million and resulted in the dismissal of approximately 1,400 employees.
- b. Closure of a socks manufacturing plant in Toronto, Canada and moving its production to subcontractors in Central America and the Far East. The closure of this plant, resulted in a total restructuring costs of \$2.4 million and resulted in the dismissal of approximately 100 employees.
- c. Reduction of manufacturing facilities in Israel and transfer the operations to lower labor cost countries. These actions resulted in a total restructuring costs of \$4.1 million and will result in the dismissal of approximately 585 employees.
- d. Consolidation of various departments into one building in Carmiel, Israel in order to reduce maintenance and other overhead costs. This action resulted in a total cost of \$1.1 million.



&lt;PAGE&gt;

DELTA GALIL INDUSTRIES LTD.  
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

## NOTE 12 - SUPPLEMENTARY FINANCIAL STATEMENT INFORMATION (continued):

## The 2004 program

During the fourth quarter of 2004 the Company initiated a restructuring program designed to reduce its cost structure (the "2004 Program"). The 2004 Program included the closure of a logistic center in Hungary and resulted in total restructuring costs of \$1.5 million, from which \$0.4 million included among cost of sales (related to inventory).

The implementation of the 2004 Program in Hungary, consisted of the dismissal of approximately 230 persons who had previously been employed by the Company's Hungary subsidiary. The 2004 Program was concluded in 2005.

## The 2003 program

During 2003, the Company initiated a restructuring program designed to reduce its cost structure (the "2003 program"). The 2003 Program included the closure of sewing plants in Scotland and in Israel. The 2003 Program resulted in total restructuring charges to the Company of \$1.0 million, which were recorded in the first quarter of 2003.

The implementation of the 2003 Program in Scotland, which represented \$0.9 million of the total charges of \$1.0 million, consisted of the dismissal of approximately 100 persons who had previously been employed by the Company's European subsidiary.

The implementation of the 2003 Program in Israel which represented \$0.1 million of the total charges of \$1.0 million consisted of the dismissal of approximately 70 employees in Israel, who had previously been employed by the Company's. 2003 Program was concluded by the end of the first quarter of 2003.

- 3) The following table summarizes the transactions in the restructuring accrued expenses for the 3 years ended December 31, 2005, in thousand:

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31, 2005					
BALANCE AT DECEMBER 31, 2004	EXPENSES	DEDUCTION	PAYMENT	BALANCE AT DECEMBER 31, 2005	
<C>	<C>	<C>	<C>	<C>	
<S>					
Cost relating to:					
Workforce reduction	\$ 5,894*		\$ (2,486)	\$ 3,408*	
Assets impairment	2,370	(2,370)			
Other expenses	658		(146)	512	
Receivable write-off	180	(180)			
-,-	\$ 9,102	\$ (2,550)	\$ (2,632)	\$ 3,920	
=====	=====	=====	=====	=====	

&lt;/TABLE&gt;

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31, 2004					
BALANCE AT DECEMBER 31, 2003	EXPENSES	REVERSAL	PAYMENT	DEDUCTION	BALANCE AT DECEMBER 31, 2004
<C>	<C>	<C>	<C>	<C>	<C>
<S>					
Cost relating to:					
Workforce reduction	\$ 190		\$ (190)		
Workforce reduction -relating to acquisition of subsidiary	2,063		(2,063)		
Assets impairment	50			(50)	
Other accruals related to acquisition of subsidiary	4,100	500**	(2,737)		
Receivable write-off	860	(1,863)***		(860)	
\$ 6,163	\$ 1,600**	\$ (1,863)	\$ (4,990)	\$ (910)	-,-
=====	=====	=====	=====	=====	=====

&lt;/TABLE&gt;

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 - SUPPLEMENTARY FINANCIAL STATEMENT INFORMATION (continued):

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31, 2003					
BALANCE AT DECEMBER 31, 2002	EXPENSES	PAYMENT	DEDUCTION	ACQUISITION OF SUBSIDIARY	BALANCE AT DECEMBER 31, 2003
<C>	<C>	<C>	<C>	<C>	<C>
<S>					
Cost relating to:					
Workforce reduction	\$ 850	\$ (850)			
Workforce reduction -relating to acquisition of subsidiary				2,063	2,063
Assets impairment	157		(157)		
Other expenses				4,100	4,100
-,-	\$ 1,007	\$ (850)	\$ (157)	\$ 6,163	\$ 6,163
=====	=====	=====	=====	=====	=====

</TABLE>

\* Including \$670 thousand for long term workforce reduction accruals. The rest of the accrual would be paid during 2006 parallel to the execution of the plan.

\*\* The amount of \$500 thousands was charged to other comprehensive loss related to differences from translations of foreign currency financial statements.

\*\*\* As to the reversal, see note 2c.

f. Financial expenses - net:

<TABLE>  
<CAPTION>

YEARS ENDED DECEMBER 31			
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Interest expenses	\$ 9,891	\$ 4,923	\$ 3,824
Interest income	(245)	(42)	(58)
Exchange differences and other - net	572	763	1,259
Losses from derivatives instruments	-,-	587	612
	\$ 10,218	\$ 6,231	\$ 5,637
	=====	=====	=====

</TABLE>

g. Earnings (loss) per share

Following is data relating to the weighted average number of shares used in the computation of diluted earnings (loss) per share:

<TABLE>  
<CAPTION>

	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Weighted average number of shares used in the computation of basic earnings (loss) per share	18,695	18,478	18,313
Add:			
Net additional shares from the anticipated exercise of stock options	0	356	450
Weighted average number of shares used in the computation of diluted earnings per share	18,695	18,834	18,763
	=====	=====	=====
Options which were not included in the computation of diluted earnings (loss) per share due to anti dilutive effect	1,560	798	700
	=====	=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 13 - FINANCIAL INSTRUMENTS AND RISK MANAGEMENT:

a. General

The Group operates internationally, which gives rise to exposure to market risks mainly from changes in exchange rates of foreign currencies in relation to the US dollar. Until 2004, derivative financial instruments ("derivatives") were utilized by the Group to reduce these risks, as explained in this note. As the counter parties to these derivatives are Israeli banks, the Company considered the inherent credit risks remote. The Company did not hold or issue derivative financial instruments for trading purposes.

b. Foreign exchange risk management

Until 2004, the Company entered into most foreign currency derivatives - forward exchange contracts - in order to protect itself from the risk that the eventual non-dollar net cash flows resulting from sales of products and from salaries, wages and related expenses, would be affected by changes in exchange rates. The term of most of these contracts is less than one year.

These transactions were mainly for the exchange of pounds sterling, Euro and NIS into dollars.

For forward exchange contracts designated as cash flow hedges, gains and losses were recorded in other comprehensive income (loss) until the foreign currency denominated sales, salaries, wages and related expenses transactions were recognized in earnings.

The following table summarizes changes in other comprehensive income (loss) related to derivatives that were classified as cash flow hedges held by the Company during the period from January 1, 2003 through December 31, 2004:

	2004	2003
	-----	-----
	\$ In thousands	
	-----	-----
Balance at beginning of year	\$ (1,715)	\$ (583)
Changes in effective portion of derivatives designated as cash flow hedges	691	(2,905)
Reclassification into earnings from other comprehensive income	1,822	1,299
Net of tax effect	(798)	474
	-----	-----
Balance at end of year	-;-	\$ (1,715)
	=====	=====

Hedge loss related to the portion of cash flow hedging instruments excluded from assessment of effectiveness had impact on earnings for 2004 and 2003 of \$ 0.6 million and \$ 0.7 million loss respectively. Cash flow hedges were not discontinued during the years ended December 31, 2004 and 2003.

As of December 31, 2005 and 2004 the Company has no derivatives instruments outstanding.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 13 - FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (continued):

c. Fair value of financial instruments

The financial instruments of the Group consist mainly of non-derivative assets and liabilities (items included in working capital, long-term receivables - in insignificant amounts - and long-term liabilities); the Group also has derivatives.

In view of their nature, the fair value of the financial instruments included in working capital of the Group is usually identical or close to their carrying value. The fair value of long-term receivables and long-term loans also approximates their carrying value, since they bear interest at rates close to the prevailing market rates, or are in immaterial amounts.

NOTE 14 - RELATED PARTIES - TRANSACTIONS AND BALANCES:

a. Transactions with related parties:

	YEAR ENDED DECEMBER 31		
	2005	2004	2003
	In thousands		
Net revenues	\$ 409	\$ 1,303	\$ 2,433
Purchases and other expenses	\$ 7	\$ 21	\$ 249

The above transactions were made with one of the Company's shareholders in the ordinary course of business, at prices agreed upon in negotiations between the parties, taking into account the volume of orders, at customary supplier credit terms.

As to options granted to the Company's former CEO, see note 10b.

b. Related parties balances:

	DECEMBER 31	
	2005	2004
	In thousands	
Current receivables - presented in the balance sheets among "accounts receivable - trade"	-	\$ 126
Current liabilities - presented under "accounts payable and accruals"	-	\$ 20

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION :

a. Information on operating segments:

Operating segments:

1) General:

The Company conducts its worldwide operations in six operating segments as follows:

Delta USA, U.S upper market and Europe- these segments are engaged in manufacturing and marketing of intimate apparel to various customers in the U.S and European markets. Socks- the segment is engaged in manufacturing and marketing of socks to various customers in the U.S and European markets.

Delta marketing Israel - this segment is engaged in marketing of intimate apparel, mainly under the Delta Brand name, to various customers in Israel through retail and wholesale operations.

China - this segment, which started its operation during 2005, is engaged in manufacturing of intimate apparel to other segments.

The company's reportable segments are based on the 6 divisions internally reported and regularly reviewed by the company's CEO. The company's CEO is the company's chief operating decision maker (CODM), for the purpose of making decisions about resources to be allocated to the segment and for assessing its performance. These 6 operating segments have not been aggregated for segment reporting purposes.

In 2005 the Company changed its internal organization by transferring Socks marketing operations in Israel to the managerial responsibility of Delta Marketing Israel. In addition, US upper market and the textile divisions were merged. Numbers included below have been reclassified accordingly.

Starting 2006, following a management decision, the Seem-free and the elastic tape operation would be conducted independently and will be presented as a separate segment. Up until 2005, the Seem-free and the elastic tape operation financial data is include in the US Upper market segment.

2) Information on revenues, profit (losses) and assets of the reportable operating segments:

a) Measurement of revenues, profit (losses) and assets of the operating segments:

The measurement of revenues, profit (losses) and assets of the reportable operating segments is based on the same accounting principles applied in these financial statements, except for:

- 1) The effect of hedging transactions that were excluded from segment data.
- 2) The Company fully consolidates the operating results of certain subsidiary in its consolidated financial statements, while for operating segment data the Company includes only its share (approximately 50.1%) in the operating profits of this subsidiary as part of the US Upper market segment.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION (continued):

Segment profits (losses) reflect the income (loss) from operations of the segment and do not include financial expenses, other income, income tax expenses, share in profits (losses) of associated companies and minority interest, since those items are not allocated to the segments.

Selling prices of intersegment revenues are based on negotiation between the segments and when applicable upon market price.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION (continued):

b) Financial data relating to reportable operating segments:

<TABLE>

<CAPTION>

	DELTA USA	US UPPER MARKET	EUROPE	SOCKS
	(U.S. \$ In thousands)			
<S>	<C>	<C>	<C>	<C>
Year ended December 31, 2005:				
Net revenues:				
To unaffiliated customers	\$ 267,887	\$ 77,551	\$ 163,245	\$ 126,760
Intersegment		\$ 19,959	\$ 214	\$ 4,126
Total net revenues	\$ 267,887	\$ 97,510	\$ 163,459	\$ 130,886
Operating income (loss)	(1)\$ 5,625	(2)\$ (21,749)	(3)\$ (8,827)	(4)\$ (4,990)
Assets (at end of year)	\$ 194,515	\$ 70,997	\$ 101,789	\$ 50,085
Assets held for sale	\$ 990		\$ 4,723	\$ 941
Depreciation and amortization	\$ 3,168	\$ 4,959	\$ 4,416	\$ 2,220

<CAPTION>

	DELTA MARKETING ISRAEL	CHINA	ADJUSTMENTS	TOTAL
	(U.S. \$ In thousands)			
<S>	<C>	<C>	<C>	<C>
Year ended December 31, 2005:				
Net revenues:				
To unaffiliated customers	\$ 49,038			\$ 684,481
Intersegment		\$ 718	\$ (25,017)	
Total net revenues	\$ 49,038	\$ 718	\$ (25,017)	\$ 684,481
Operating income (loss)	\$ 5,010	\$ (2,313)	(5)\$ (960)	\$ (28,204)
Assets (at end of year)	\$ 24,847	\$ 4,760	(6)\$ 22,160	\$ 469,153
Assets held for sale			(6)\$ 766	\$ 7,420
Depreciation and amortization	\$ 442	\$ 72	\$ 534	\$ 15,811

</TABLE>

- (1) Includes restructuring expenses in the amount of \$1.1 million and impairment of fixed assets in the amount of \$1.5 million.
- (2) Includes restructuring expenses in the amount of \$1.8 million, impairment of goodwill in the amount of \$2.1 million and impairment of fixed assets in the amount of \$5.9 million.
- (3) Includes restructuring expenses in the amount of \$2.1 million.
- (4) Includes restructuring expenses in the amount of \$4.1 million and impairment of goodwill in the amount of \$3.4 million.
- (5) Includes general corporate expenses not assignable to segments.
- (6) Includes general corporate assets not assignable to segments.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION (continued):

- b) Financial data relating to reportable operating segments  
(continued):

<TABLE>  
<CAPTION>

	DELTA USA	US UPPER MARKET	EUROPE	SOCKS	DELTA MARKETING ISRAEL	ADJUSTMENTS	TOTAL
	-----	-----	-----	-----	-----	-----	-----
	(U.S. \$ In thousands)						
	-----	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Year ended December 31, 2004:							
Net revenues:							
To unaffiliated customers	\$ 186,280	\$ 90,540	\$ 193,638	\$ 138,749	\$ 46,460	(1)\$ (1,398)	\$ 654,269
Intersegment		\$ 21,312	\$ 165	\$ 5,435		\$ (26,912)	-`-
	-----	-----	-----	-----	-----	-----	-----
Total net revenues	\$ 186,280	\$ 111,852	\$ 193,803	\$ 144,184	\$ 46,460	\$ (28,310)	\$ 654,269
	=====	=====	=====	=====	=====	=====	=====
Operating income (loss)	\$ 5,911	\$ (568)	(4)\$ 4,906	\$ 9,137	\$ 4,753	(2)\$ (1,730)	\$ 22,409
	=====	=====	=====	=====	=====	=====	=====
Assets (at end of year)	\$ 225,744	\$ 98,055	\$ 100,264	\$ 56,271	\$ 23,866	(3)\$ 30,297	\$ 534,497
	=====	=====	=====	=====	=====	=====	=====
Depreciation and amortization	\$ 1,438	\$ 6,097	\$ 4,326	\$ 2,463	\$ 450	\$ 411	\$ 15,185
	=====	=====	=====	=====	=====	=====	=====

</TABLE>

- (1) Includes results of hedge transactions.  
(2) Includes mainly the effect of hedge transactions in an amount of \$1,700 thousands.  
(3) Includes general corporate assets not assignable to segments.  
(4) Includes restructuring expenses in the amount of \$1,500 thousands relating to the closure of a logistic center in Hungary.



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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION (continued):

<TABLE>  
<CAPTION>

	DELTA USA	US UPPER MARKET	EUROPE	SOCKS	DELTA MARKETING ISRAEL	ADJUSTMENTS	TOTAL
	-----	-----	-----	-----	-----	-----	-----
	(U.S. \$ In thousands)						
	-----	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Year ended December 31, 2003:							
Net revenues:							
To unaffiliated customers	\$ 213,241	\$ 66,665	\$ 176,827	\$ 86,393	\$ 37,561	(1)\$ (557)	\$ 580,130
Intersegment		21,603	563	3,022		(25,188)	- ; -
	-----	-----	-----	-----	-----	-----	-----
Total net revenues	\$ 213,241	\$ 88,268	\$ 177,390	\$ 89,415	\$ 37,561	\$ (25,745)	\$ 580,130
	=====	=====	=====	=====	=====	=====	=====
Operating income (loss)	\$ 24,780	\$ (8,871)	(4)\$ 4,453	\$ 8,997	\$ 2,415	(2)\$ 5,042	\$ 36,816
	=====	=====	=====	=====	=====	=====	=====
Assets (at end of year)	\$ 137,762	84,185	\$ 109,377	\$ 69,877	\$ 19,774	(3)\$ 29,909	\$ 450,884
	=====	=====	=====	=====	=====	=====	=====
Depreciation and amortization	\$ 1,561	\$ 5,560	\$ 4,368	\$ 2,148	\$ 398	\$ 495	\$ 14,530
	=====	=====	=====	=====	=====	=====	=====

</TABLE>

- (1) Includes results of hedge transactions.  
(2) Including mainly capital gain in an amount of \$ 4,050 thousands, the effect of losses of hedge transactions in an amount of \$ 1,300 thousands and gain of \$600 thousands which represents the minority share in the operating profits of certain subsidiary - included in the US Upper market - which is partly consolidated for segment purposes and fully consolidated in the consolidated financial statements.  
(3) Includes general corporate assets not assignable to segments.  
(4) Includes restructuring expenses in the amount of \$ 1,007 thousands relating to the closure of sewing facilities in Scotland and in Israel.

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - SEGMENT INFORMATION (continued):

b. Geographical information:

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31			
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
1) Revenues			
attributed to geographic area (based on the location of the customers):			
North America	\$ 401,050	\$ 334,833	\$ 300,708
United Kingdom	177,950	202,831	187,885
Europe (other than U.K.)	52,360	64,605	48,766
Israel	53,121	52,000	42,771
	\$ 684,481	\$ 654,269	\$ 580,130
	=====	=====	=====

</TABLE>

2) The net balance of the Company's long-lived assets, by  
geographic location, are as follows:

<TABLE>  
<CAPTION>

DECEMBER 31			
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Israel	\$ 45,508	\$ 57,685	\$ 60,108
Egypt	26,270	24,464	22,218
United States	13,582	15,637	8,369
Jordan	8,212	9,470	9,666
Eastern Europe	5,243	11,370	11,719
China	4,761		
Thailand	2,923	2,108	
United Kingdom	2,076	3,831	4,429
Ireland	129	1,184	5,450
Other	427	2,592	2,918
	\$ 109,131	\$ 128,341	\$ 124,877
	=====	=====	=====

</TABLE>

c. Revenues from principal customers:

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31			
	2005	2004	2003
	In thousands		
<S>	<C>	<C>	<C>
Customer 1 (Europe and Socks segments)	\$ 161,348	\$ 188,947	\$ 179,120
	=====	=====	=====
Customer 2 (Delta USA and Socks segments)	\$ 150,556	\$ 86,177	\$ 82,472
	=====	=====	=====
Customer 3 (Delta USA segment)	\$ 67,064	\$ 70,157	\$ 86,829
	=====	=====	=====

</TABLE>

<PAGE>

DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 16 - SUBSEQUENCES EVENTS

In May 2006 the Board of Directors approved two option plans, one for Israeli and other non-U.S. employees and the other for U.S. employees. A total of up to 1,400,000 options, representing approximately 6.5% of Delta Galil's issued capital on a fully diluted basis, may be issued under the plans. Of such number, 1,100,000 options are issuable under the plan for Israeli and other non-U.S. employees and 300,000 options are issuable under the plan for U.S. employees. Each option may be exercised for one ordinary share of the company's pursuant to terms of the relevant option plan.

A total of 1,295,018 options were granted and 104,982 options remain available for future issuances under the plans. The exercise price of 845,016 options granted in May 2006 is \$8.43 equal to the closing price of the ordinary shares of the Company on the Tel Aviv Stock Exchange on May 11, 2006 converted to US dollars based on the exchange rate of the US dollar on that date. The exercise price of 425,000 options granted in June 2006 is \$7.26 equal to the closing price of the ordinary share on the Tel Aviv stock exchange on June 7, 2006 converted to US dollars and the exercise price of 25,002 options granted on June 25, 2006 is \$7.59 equal to the closing price of the ordinary shares on the Tel Aviv Stock Exchange on that day. Of the 1,295,018 options granted, 766,014 were granted to executive officers.

The plan for Israeli employees, which will be treated under the capital gains track under Section 102 of the Israeli Income Tax Ordinance, is subject to the approval of the Israeli Tax Authority. Treatment of the options granted under the plan for U.S. employees as incentive stock options, which have certain tax benefits for those receiving the options, is subject to shareholder approval at the Company's next shareholders meeting.

The options granted vest over up to a four-year period and are exercisable over a period of three years after vesting. The vesting of 277,000 options, granted to 11 executive officers, are subject to achievement of financial performance goals. Of these options, 141,000 will vest if our pre-tax net income, excluding one-time capital gains, is at least U.S \$27.5 million in 2007, and 136,000 will vest if the Company's pre-tax net income, excluding one-time capital gains, is at least U.S \$32.5 million in 2008.

The fair value of the option granted, based on the B&S model, is approximately \$1.9 million and will be included in the financial statement over the vesting period.

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Report of Independent Auditors

The Board of Directors of Delta Textile Egypt - Free Zone (S.A.E.)

We have audited the balance sheets of Delta Textile Egypt - Free Zone (S.A.E.) as of 31 December 2004 and 2003, and the related statements of income, shareholders' equity, and cash flows for each of the three years in the period ended 31 December 2004 (not presented separately herein). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Delta Textile Egypt - Free Zone (S.A.E.) at 31 December 2004 and 2003, and the results of its operations and its cash flows for each of the three years in the period ended 31 December 2004, in conformity with the Egyptian Accounting Standards and the related applicable Egyptian laws and regulations which differ in certain respects from United States generally accepted accounting principles (see Note 14 of Notes to the Financial Statements).

Allied for Accounting and Auditing-  
Member Firm of Ernst & Young Global

Cairo, Egypt  
30 March 2006

<PAGE>

Report of Independent Auditors

The Board of Directors of Delta Egypt Sourcing (Limited Liability Company)

We have audited the balance sheets of Delta Egypt Sourcing (Limited Liability Company) as of 31 December 2004 and 2003, and the related statements of income and changes in Quota holders' Equity and cash flows for each of the three years in the period ended 31 December 2004 (not presented separately herein). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Delta Egypt Sourcing (Limited Liability Company) at 31 December 2004 and 2003, and the results of its operations and cash flows for each of the three years in the period ended December 31, 2004, in conformity with the Egyptian Accounting Standards and the related applicable Egyptian laws and regulations which differ in certain respects from United States generally accepted accounting principles (see Note 12 of Notes to the Financial Statements).

Allied for Accounting and Auditing-  
Member Firm of Ernst & Young Global

Cairo, Egypt  
30 March 2006

<PAGE>

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM TO THE MEMBERS OF DELTA  
TEXTILES (LONDON) LIMITED

We have audited the balance sheets of Delta Textiles (London) Limited and its subsidiaries ("the Company") as at 31 December 2004 and 31 December 2003 and the related statements of income, changes in shareholder equity and cash flows for each of the three years in the period ended 31 December 2004. These financial statements are the responsibility of the Company's Board of Directors and management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United Kingdom and in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by the Company's Board of Directors and management, as well as evaluating the overall annual accounts presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the aforementioned financial statements present fairly, in all material respects, the financial position of the Company as at 31 December 2004 and 31 December 2003 and the result of its operations, changes in its shareholders' equity and cash flows for each of the three years in the period ended 31 December 2004, in conformity with generally accepted accounting principles in the United Kingdom. In addition they present fairly, in all material respects, the financial position of the Company as at 31 December 2004 and 31 December 2003 and the results of its operations for each of the three years in the period ended 31 December 2004, in conformity with generally accepted accounting principles in the United States of America.

BAKER TILLY

Registered Auditor  
Chartered Accountants  
2 Bloomsbury Street  
London WC1B 3ST  
United Kingdom

10 April 2006

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON FINANCIAL STATEMENT  
SCHEDULE

To the shareholders of

DELTA GALIL INDUSTRIES LTD.

Our audits of the consolidated financial statements, referred to in our report dated June 28, 2006 appearing in the 2005 Annual Report on form 20F of Delta Galil Industries Ltd. also included an audit of Financial Statement Schedule II-Valuation and Qualifying Accounts - included as an exhibit in Item 19 of this Form 20-F. In our opinion, the financial statement schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements

Tel-Aviv, Israel  
June 28, 2006

/s/ Kesselman & Kesselman  
Kesselman & Kesselman  
Certified Public Accountants (Isr.)  
A member of PricewaterhouseCoopers  
International Limited

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DELTA GALIL INDUSTRIES LTD.  
(An Israeli corporation)

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS  
Three Years Ended December 31, 2005  
(U.S. \$ In thousand)

	BALANCE AT BEGINNING OF YEAR	ADDITION - CHARGED TO COSTS AND EXPENSES	DEDUCTION- CHARGED TO ACCOUNTS RECEIVABLE	DEDUCTION- CHARGED TO COST & EXPENSES	BALANCE AT END OF YEAR
	----- <C>	----- <C>	----- <C>	----- <C>	----- <C>
<S>					
Allowance for doubtful accounts:					
Year ended December 31, 2005	\$ 127	\$ 340	-	\$ (14)	\$ 453
	=====	=====	=====	=====	=====
Year ended December 31, 2004	\$ 1,038	\$ 26	\$ (827)	\$ (110)	\$ 127
	=====	=====	=====	=====	=====
Year ended December 31, 2003	\$ 1,131	\$ 72	-	\$ (165)	\$ 1,038
	=====	=====	=====	=====	=====
Allowance for sales return:					
Year ended December 31, 2005	\$ 81	\$ 174		\$ (81)	\$ 174
	=====	=====		=====	=====
Year ended December 31, 2004	\$ 80	\$ 81		\$ (80)	\$ 81
	=====	=====		=====	=====
Year ended December 31, 2003	\$ 74	\$ 80		\$ (74)	\$ 80
	=====	=====		=====	=====
Allowance for obsolete and slow moving inventory:					
Year ended December 31, 2005	\$ 26,292	\$ 27,879		\$ (26,292)	\$ 27,879
	=====	=====		=====	=====
Year ended December 31, 2004	\$ 25,926	\$ 26,292		\$ (25,926)	\$ 26,292
	=====	=====		=====	=====
Year ended December 31, 2003	\$ 23,018	\$ 25,926		\$ (23,018)	\$ 25,926
	=====	=====		=====	=====
Valuation Allowance in respect of deferred income taxes:					
Year ended December 31, 2005	-,-	\$ 8,932		-,-	\$ 8,932
	=====	=====		=====	=====
Year ended December 31, 2004	-,-	-,-		-,-	-,-
	=====	=====		=====	=====
Year ended December 31, 2003	-,-	-,-		-,-	-,-
	=====	=====		=====	=====

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Comment/Description: Exhibit 4.3

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EXHIBIT 4.3

\*\* Represents material which has been redacted and will be separately filed with the Commission pursuant to a Request for Confidential Treatment pursuant to Rule 406 under the Securities Act of 1933, as amended.

AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

This AMENDMENT NO. 1 to the Stock Purchase Agreement, dated as of December 8, 2004 (the "AGREEMENT"), by and among DELTA GALIL INDUSTRIES LTD., a company organized under the laws of the State of Israel ("DELTA"), DELTA GALIL USA, INC., a Delaware corporation and a wholly owned subsidiary of Delta ("PURCHASER"), and STEVEN KLEIN, KRISTINA NETTESHEIM and GARY BEGGS (the "SELLING Shareholders"), relating to the purchase by the Purchaser of the shares of Burlen Corp., a Georgia corporation ("BURLEN" or the "COMPANY").

W I T N E S S E T H

WHEREAS, the Agreement provided for certain post-closing payments from Purchaser to the Selling Shareholders; and

WHEREAS, the parties desire to amend the Agreement to take into account the integration of the certain "back-end" operations of the Company and the Purchaser in areas such as finance, human resources, logistics, information technology and, potentially, distribution, thus achieving overall efficiencies; and

WHEREAS, it had been the parties' intention to transfer the Purchaser's \*\*\*\* business to Burlen, but the parties have subsequently decided not to do so, and the parties wish to amend the Agreement to compensate the Selling Shareholders for this decision.

NOW, THEREFORE, the parties hereby agree as follows:

1. Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section 1.4 shall be deleted in its entirety and replaced with the following:

1.4 PERFORMANCE PAYMENT.

(a) As used herein:

(i) "NET SALES" shall mean net sales, as determined under U.S. GAAP, for all sales by the Company \*\*\*\*\* in all cases determined consistent with revenue recognition methodologies employed for the fiscal year ending on December 31, 2004;

(ii) "EBIT" shall mean earnings before interest and taxes calculated as set forth in ANNEX 1 to the Agreement.

(iii) "MARGIN MINIMUM" shall mean EBIT as a percentage of Net Sales of at least \*\*\*% for the relevant period.

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(iv) "COMBINED SALES" shall mean Net Sales plus net sales by the Purchaser \*\*\*\*\*.

(v) "BASE NET SALES" shall mean \$\*\*\*\*\*

(vi) "BASE COMBINED SALES" shall mean \$\*\*\*\*\*

(b) In addition to the Closing Payment, the Selling Shareholders may be entitled to aggregate consideration in an amount not to exceed \$18,000,000 (the "PERFORMANCE PAYMENT"). A portion of the total Performance Payment shall be payable based on the attainment of performance targets for each of 2006, 2007, 2008, 2009, 2010 and 2011 as more fully described below. Any Performance Payment shall be made to the Selling Shareholders pro rata in proportion to their shareholdings in the Company as set forth on SCHEDULE 2.2(C) to the Agreement.

(c) Any payment of the Performance Payments shall be payable as follows: 75% in cash and 25% in either cash or Ordinary Shares of Delta at Delta's discretion, subject to applicable restrictions on transfer, if any, to which the Ordinary Shares issuable at Closing are subject. In addition thereto and in connection with any such issuance, Delta shall make all such disclosures to the Selling Shareholders as may be required to be made in order to make the previous public statements not materially misleading. The number of Ordinary Shares issuable shall be calculated according to the Fair Market Value. Performance Payments shall be made by Purchaser to the Selling Shareholders within five (5) business days after Net Sales and EBIT for the applicable year are finally determined in accordance with Section 1.5. Notwithstanding anything in the Agreement to the contrary, Delta shall have no right to pay any portion of any amount owed to the Selling Shareholders (whether as part of the Closing Payment or Performance Payments) in Ordinary Shares unless at the time payment in Ordinary Shares is to be made the Ordinary Shares trade on the Tel Aviv Stock Exchange.

(d) For each year from 2006 through 2011, each of the Net Sales, EBIT and Combined Sales for each such year will be compared to the Target Net Sales, Target EBIT and Target Combined Sales set forth in Table I below. Those amounts will be analyzed using each of the three methods listed under columns A, B and C in Table II. In each column, the Performance Payment due will be the aggregate of the Performance Payment payable in respect of Net Sales, EBIT and Combined Sales for each relevant year. The method that yields the highest aggregate payment for such year will be used to calculate the Performance Payment, if any, to be paid in the aggregate to the Selling Shareholders with respect to such year.

(e) The Performance Payment may only be paid with respect to any year if the Net Sales generate a gross margin that meets the Margin Minimum. A grace amount of an aggregate shortfall of \*\*% of margin may be used over the course of all of the years (2006 to 2011) for which a Performance Payment is calculable, as follows: If, in any year, the Selling Shareholders would be entitled to a Performance Payment but for the fact that the Margin Minimum requirement has not been met, the Performance Payment will still be payable if the actual EBIT margin can be increased to the Margin Minimum using the grace amount, until the aggregate amount of all such utilizations of the grace amount equals \*\*%. For example, if the actual EBIT margin in one year is \*\*%, then \*\*% of the grace amount could be used to reach the Margin Minimum of \*\*%, leaving \*\*% of the grace amount for future use.

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TABLE I		2006	2007	2008	2009	2010	2011
<S> NET SALES	<C> TARGET NET SALES	<C> ***% of Base Net Sales	<C> ***% of Base Net Sales	<C> ***% of Base Net Sales	<C> ***% of Base Net Sales	<C> ***% of Base Net Sales	<C> ***% of Base Net Sales
	MINIMUM NET SALES	\$*****	\$*****	\$*****	\$*****	\$*****	\$*****
EBIT	TARGET EBIT	\$*****	\$*****	\$*****	\$*****	\$*****	\$*****
	MINIMUM EBIT	\$*****	\$*****	\$*****	\$*****	\$*****	\$*****
COMBINED SALES	TARGET COMBINED SALES	***% of Base Combined Sales	***% of Base Combined Sales	***% of Base Combined Sales	***% of Base Combined Sales	***% of Base Combined Sales	***% of Base Combined Sales
	MINIMUM COMBINED SALES	\$*****	\$*****	\$*****	\$*****	\$*****	\$*****
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TABLE II

	A	B	C
MAXIMUM PAYMENT FOR NET SALES <S>	\$450,000 <C>	\$600,000 <C>	\$750,000 <C>
	Maximum Payment for Net Sales * [(Actual Net Sales minus Minimum Net Sales)/(Target Net Sales minus Minimum Net Sales)]	Maximum Payment for Net Sales * [(Actual Net Sales minus Minimum Net Sales)/ Target Net Sales minus Minimum Net Sales)]	Maximum Payment for Net Sales* [(Actual Net Sales minus Minimum Net Sales)/(Target Net Sales minus Minimum Net Sales)]
PAYMENT FOR MINIMUM NET SALES	\$187,500	\$250,000 NO PAYMENT FOR NET SALES BELOW MINIMUM	\$312,500
MAXIMUM PAYMENT FOR EBIT	\$2,400,000	\$2,250,000	\$2,100,000
	Maximum Payment for EBIT * [(Actual EBIT minus Minimum EBIT)/(Target EBIT minus Minimum EBIT)]	Maximum Payment for EBIT * [(Actual EBIT minus Minimum EBIT)/(Target EBIT minus Minimum EBIT)]	Maximum Payment for EBIT *[(Actual EBIT minus Minimum EBIT)/(Target EBIT minus Minimum EBIT)]
PAYMENT FOR MINIMUM EBIT	\$1,000,000	\$937,500 NO PAYMENT FOR EBIT BELOW MINIMUM	\$875,000
MAXIMUM PAYMENT FOR COMBINED SALES	\$150,000	\$150,000	\$150,000
	Maximum Payment for Combined Sales* [(Actual Combined Sales minus Minimum Combined Sales)/(Target Combined Sales minus Minimum Combined Sales)]	Maximum Payment for Combined Sales* [(Actual Combined Sales minus Minimum Combined Sales)/Target Combined Sales minus Minimum Combined Sales)]	Maximum Payment for Combined Sales * [(Actual Combined Sales minus Minimum Combined Sales)/(Target Combined Sales minus Minimum Combined Sales)]
PAYMENT FOR MINIMUM COMBINED SALES	\$62,500	\$62,500 NO PAYMENT FOR COMBINED SALES BELOW MINIMUM	\$62,500

</TABLE>

(f) If (I) for any given year the Selling Shareholders were not paid \$3,000,000 in the aggregate pursuant to application of the provisions of Section 1.4(d) of this Agreement and (II) if Net Sales, EBIT or Combined Sales for any year exceed the

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relevant Target for such year (and the Margin Minimum was met or exceeded on such Net Sales for such year), such excess of Net Sales, EBIT or Combined Sales may be added to Net Sales, EBIT or Combined Sales for any previous or subsequent year and the portion of the Performance Payment payable pursuant to application of the provisions of Section 1.4(d) of this Agreement shall be recalculated. The Selling Shareholders shall be entitled to payment of an amount equal to the difference between the recalculated aggregate amount of the Performance Payment payable to the Selling Shareholders as a result of such recalculation and the amounts previously paid in respect of application of the provisions of Section 1.4(d) of this Agreement. In no event shall the aggregate amount of the payments to be made to the Selling Shareholders in respect of any year pursuant to application of the provisions of Section 1.4(d), whether initially or upon any recalculation permitted pursuant to this Section 1.4(f), exceed three million dollars (\$3,000,000). For the avoidance of doubt, any recalculation of the Performance Payment authorized to be made pursuant to this Section 1.4(f) shall not include Net Sales for any year in the recalculation if the Margin Minimum for Net Sales for such year has not been met, PROVIDED that Net Sales or Combined Sales which utilize the grace amount described in Section 1.4(e) shall be considered as if such Net Sales had met the Margin Minimum.

(g) Notwithstanding anything in this Section 1.4 to the contrary or otherwise in this Agreement, if the employment of any Selling Shareholder with Burlen is terminated by Burlen without "Cause" (as such term is defined in such Selling Shareholder's Employment Agreement to be entered into in connection with the transactions contemplated hereby (the "EMPLOYMENT AGREEMENT")) or if any Selling Shareholder terminates his or her employment "For Good Reason" (as such term is defined in the relevant Employment Agreement), and provided that EBIT for the full 12-month period ending on the calendar month prior to the effective date of any such termination are not lower than \$12,000,000, Delta shall pay the Selling Shareholders an amount equal to (A) \$18,000,000 minus (B) (i) the aggregate amount of any Performance Payments previously made by Delta to the Selling Shareholders, and (ii) any Performance Payments not earned for prior years due to failure to meet the targets set forth above, such payment upon such termination being in full satisfaction of the Performance Payment.

(h) On March 15, 2006, the Purchaser shall advance to the Selling Shareholders an aggregate amount of \$1,250,000, pro rata to each Selling Shareholder in accordance with his or her relative shareholdings in the company as set forth on Schedule 2.2(c) to the Agreement. The advance will be non-recourse and will bear interest at 5.0%. The advance will be secured by the Performance Payments due to be paid to the Selling Shareholders with respect to 2007 and 2008. The advance will be repaid by deducting an aggregate of \$625,000 from the Performance Payment payable with respect to each of 2007 and 2008, and if not paid then, to the extent that the Selling Shareholders are entitled to Performance Payments in respect of any subsequent year, the advance shall be repaid out of such subsequent Performance Payments.

6. The parties hereby acknowledge that, other than the payments described herein, neither Delta nor Purchaser shall have any other payment obligations to the Selling Shareholders under the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Stock Purchase Agreement to be duly executed as of this 16 day of February, 2006.

DELTA GALIL INDUSTRIES LTD.

By: /s/ YOSSI HAJAJ  
-----  
Name: Yossi Hajaj:  
Title: Chief Financial Officer

DELTA GALIL USA, INC.

By: /s/ DAVID KOSTMAN  
-----  
Name: David Kostman  
Title: CEO

INDIVIDUAL STOCKHOLDERS:

By: /s/ STEVEN KLEIN  
-----  
Name: Steven Klein

By: /s/ KRISTINA NETTESHEIM  
-----  
Name: Kristina Nettesheim

By: /s/ GARY BEGGS  
-----  
Name: Gary Beggs

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Comment/Description: Exhibit 4.4

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EXHIBIT 4.4

BANK LEUMI USA  
564 Fifth Avenue  
New York, NY 10021

BANK HAPOALIM B.M.  
1177 Avenue of the Americas  
New York, New York 10036

As of January 12, 2006

Delta Galil USA Inc.  
150 Meadowlands Parkway  
Secaucus, New Jersey 07090

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit and Security Agreement (the "Credit Agreement") dated as of December 9, 2004 among Delta Galil USA Inc., a Delaware corporation having an office at 150 Meadowlands Parkway, Secaucus, New Jersey 07090 (the "Borrower"), Bank Leumi USA, a New York banking corporation as agent for the Banks party thereto (the "Agent"), having an office at 564 Fifth Avenue, New York, New York 10036, and each of the Persons named in Schedule 1.1 annexed thereto (each a "Bank" and collectively, the "Banks").

Pursuant to the Credit Agreement, the Borrower executed a Term Note in favor of the Agent, as agent for the Banks, in the principal sum of \$70,000,000 and a Third Amended and Restated Revolving Note in favor of the Agent, as agent for the banks, in the principal sum of \$60,000,000. The Borrower has requested, and the Banks have agreed, to amend the Credit Agreement to provide, among other things (i) for an extension of the Maturity Date and (ii) payment of revised letter of credit and acceptance fees as set forth herein.

Accordingly, the parties hereby agree as follows:

1. CAPITALIZED TERMS. Capitalized terms used in this letter agreement (this "Amendment No. 1") and not otherwise defined herein, shall have the meanings defined in the Credit Agreement.

2. AMENDMENTS TO THE CREDIT AGREEMENT. Upon fulfillment of the conditions specified in Paragraph 11 hereof (the "Effective Date"), the Credit Agreement is hereby amended as follows:

(a) The definitions of "Maturity Date," "Revolving LIBOR Loan Rate," and "Term Loan Rate" contained in Section 1.1 of the Agreement are hereby deleted in their entirety and amended to read as follows:

"MATURITY DATE" shall mean the earlier to occur of (i) May 15, 2006, and (ii) the date of acceleration pursuant to Section 10.1 of this Agreement."

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"REVOLVING LIBOR LOAN RATE" shall mean the LIBOR Rate plus one and four-tenths of one (1.40%) percent.

"TERM LOAN RATE" shall mean the LIBOR Rate plus one and sixty-five hundredths (1.65%) percent."

(b) The amount "\$3,500,000" contained in Section 2.4.2 of the Credit Agreement is hereby deleted in such instance and replaced by the amount "\$1,937,500"; and the amount "Three Million Five Hundred Thousand (\$3,500,000) Dollars" contained in the first paragraph of the form of Term Note annexed to the Credit Agreement as EXHIBIT A is hereby deleted in such instance and replaced by the amount "One Million Nine Hundred Thirty-Seven Thousand Five Hundred (\$1,937,500) Dollars."

(c) Section 2.11.1 is hereby deleted in its entirety and replaced as follows:

"2.11.1 LETTERS OF CREDIT. Subject to the terms and conditions hereof, the Agent, as a Bank, shall issue, or cause one or more of the other Banks to issue, letters of credit ("Letters of Credit") on behalf of the Borrower; provided, however, that the Agent will not issue or cause to be issued any Letters of Credit to the extent that the face amount of such Letters of Credit would then cause the Outstanding Revolving Loan Balance plus the outstanding Letters of Credit and Acceptances to exceed the lesser of (a) the Revolving Loan Commitment or (b) the Borrowing Base. In the event that the Banks, in their sole discretion, at the request of the Borrower, agree to issue a Letter of Credit having an expiry date after the Maturity Date, such Letters of Credit shall be entitled to all the benefits and entitlements of this Agreement and the other Loan Documents, including the Security Agreements. In the event there is a draw against a Letter of Credit, which is not reimbursed as provided in the applicable reimbursement agreement or otherwise, the amount of the draw shall be deemed a Revolving Loan for the purposes of the Revolving Facility Amount. All disbursements or payments related to Letters of Credit shall bear interest at the applicable Prime Loan Rate; Letters of Credit that have not been drawn upon shall not bear interest."

(d) Section 2.11.4 is hereby deleted in its entirety and replaced as follows:

"Section 2.11.4 LETTER OF CREDIT FEES. The Borrower shall pay the following fees to the Agent with respect to each Letter of Credit issued hereunder: (i) in the case of a commercial Letter of Credit, (A) an issuance fee equal to one-quarter of one percent (0.25%) of the face amount of each such Letter of Credit, such fee to be payable on the date of issue thereof for the account of the Banks in accordance with their Pro Rata Share; (B) a processing fee equal to the greater of (a) \$200, or (b) one-eighth of one percent (0.125%) of the face amount of each such Letter of Credit, such fee to be payable on the date of issue thereof for the account of the Issuing Bank, (C) on the last Business Day of each fiscal quarter of the Borrower, an exposure fee equal to one percent (1%) per annum (such fee to be calculated on the basis of a 360-day year for the actual number of days elapsed) of the average face amount outstanding during such quarter of all commercial Letters of Credit issued hereunder, such fee to be for the account of the

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Banks in accordance with their Pro Rata Share, (D) on any draw under any such Letter of Credit, a payment and negotiation fee equal to \$300, such fee to be payable on the making of a draw under such Letter of Credit for the account of the Issuing Bank, (ii) in the case of a standby Letter of Credit, (A) an issuance fee equal to the product of (1) the maximum face amount of such Letter of Credit, TIMES (2) one and four tenths of one (1.40%) percent, times (3) the period from the date of issuance of such Letter of Credit to its stated maturity date divided by 360, such fee to be payable on the date of issue thereof for the account of the Banks in accordance with their Pro Rata Share, and (B) on any draw under any such Letter of Credit, a payment and negotiation fee equal to \$300, such fee to be payable on the making of a draw under such Letter of Credit for the account of the Issuing Bank, and (iii) in the case of any amendment to a standby Letter of Credit or a commercial Letter of Credit, an amendment fee equal to the greater of (a) \$200, or (b) one-eighth of one percent (0.125%) of the face amount of such Letter of Credit, such fee to be payable on the effective date of such amendment and retained by the Issuer for its own account, and any and all reasonable fees and expenses as required by the Issuer in connection with any such Letter of Credit, including, without limitation, in connection with the opening, amendment or renewal of any such Letter of Credit and any acceptances created thereunder, and shall reimburse the Agent for any and all reasonable fees and expenses, if any, paid by the Agent or any Issuer. All such fees and expenses shall be deemed earned in full on the date when the same are due and payable hereunder and shall not be subject to rebate or proration upon the termination of this Agreement for any reason. Any such fee or expense in effect at the time of a particular transaction shall be the charge for that transaction, notwithstanding any subsequent change in the Issuer's prevailing fee or expense for that type of transaction. Following the occurrence and during the continuance of an Event of Default, upon demand the Borrower will cause cash to be deposited and maintained in an account with each Bank, as cash collateral pursuant to this Agreement, in an amount equal to each Bank's Pro Rata Share of the outstanding Letters of Credit plus two (2%) percent, and the Borrower hereby irrevocably authorizes each Bank, in its discretion, on the Borrower's behalf and in the Borrower's name, to open such an account and to make and maintain deposits therein, and authorize the Agent to utilize the proceeds of Accounts or other Collateral or any other funds of the Borrower coming into the Agent's possession at any time to fund such accounts."

(e) Section 2.12 is hereby deleted in its entirety and replaced as follows:

"SECTION 2.12 ACCEPTANCES. Subject to the terms and conditions of this Agreement, upon the request of the Borrower, the Issuer will accept drafts presented by the beneficiary of a commercial Letter of Credit, which drafts (i) are being presented to the Agent in accordance with the terms of a commercial Letter of Credit, and (ii) name the Issuer as drawee and the beneficiary as payee and otherwise are in a form acceptable to the Issuer in its sole discretion (each an "Acceptance" and collectively, "Acceptances"). In the event that the Issuer, in its sole discretion, but with the consent of the Banks (which consent shall may be withheld for any reason or no reason) and at the request of the Borrower, agrees to issue an Acceptance having an expiry date after the Maturity Date, such Acceptances shall be entitled to all the benefits and entitlements of this Agreement and the other Loan Documents, including

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the Security Agreements. The Borrower shall pay the Agent for the benefit of the Banks in accordance with their Pro Rata Share a fee on each Acceptance at a rate equal to one and four tenths of one (1.40%) percent of the full amount of such Acceptance from the date the Acceptance is created to the date of its maturity, such fee to be calculated on the basis of a 360-day year for the actual number of days elapsed, and to be payable on the date the Acceptance is created. In addition, the Borrower shall pay a fronting fee equal to the greater of (a) \$200, or (b) one-eighth of one percent (0.125%) of the face amount of such Acceptance, such fee to be payable on the date of creation of such Acceptance and any other reasonable costs or expenses of the Issuer."

(f) Clause (i) of Section 3.1.9 of the Credit Agreement is amended in its entirety to read as follows: "(i) an executed Unlimited Guaranty from Delta Galil dated as of January 6, 2006, of all of the obligations of the Borrowers to the Banks, which is governed by New York law."

(g) Section 12.15 is hereby deleted in its entirety and replaced as follows:

"SECTION 12.15 SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNITY. All representations and warranties contained in this Agreement or any other Loan Documents and the indemnification obligations of the Borrower pursuant to Section 12.2 hereunder shall survive the execution and delivery of this Agreement and the making and repayment of the Loans and the termination of this Agreement."

3. PREPAYMENT. Concurrently with the execution and delivery of this Amendment No. 1, Borrower shall prepay a portion of the principal sum of the Term Loan then outstanding in the amount equal to \$25,000,000, such prepayment to be applied pro rata to all installments due on the Term Note. Accordingly, following the application of such prepayment, the amount due with respect to each installment on the Term Note shall be \$1,937,500 and the Term Note is hereby deemed amended to read consistent with the amendments to the form of Term Note annexed to the Credit Agreement as EXHIBIT A effectuated pursuant to this Amendment No.1.

4. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants as follows (which representations and warranties shall survive the execution and delivery of this Amendment No. 1):

(a) The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Amendment No. 1.

(b) This Amendment No. 1 has been duly executed and delivered by the Borrower and the consent attached hereto has been duly executed and delivered by each Guarantor. This Amendment No. 1 and the Credit Agreement (as amended by this Amendment

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No. 1) hereby constitute the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equity principles.

(c) No consent or approval of any person, firm, corporation or entity, and no consent, license, approval or authorization of any governmental authority is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Amendment No. 1 other than any such consent, approval, license or authorization which has been obtained and remains in full force and effect or where the failure to obtain such consent, approval, license or authorization which has been obtained and remains in full force and effect.

(d) After giving effect to this Amendment No. 1, the Borrower is in compliance with all of the various covenants and agreements set forth in the Credit Agreement and each of the other Loan Documents.

(e) After giving effect to this Amendment No. 1, no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) All representations and warranties contained in the Credit Agreement and each of the other Loan Documents are true and correct in all material respects as of the date hereof, except to the extent that any representation or warranty relates to a specified date, in which case such are true and correct in all material respects as of the specific date to which such representations and warranties relate.

5. WAIVER. The Banks hereby waive any violation by the Borrower of the provisions of Sections 8.18, 8.19 and 8.20 of the Credit Agreement solely for the period ending December 31, 2005. This waiver is limited as written and shall not be deemed (i) to be an amendment of or consent under or waiver of any other term or condition of the Loan Documents or (ii) prejudice any right or rights which the Banks now have or may have in the future, under or in connection with the Loan Documents.

6. CONTINUANCE. The Credit Agreement and the other Loan Documents (including the Term Note) are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that after giving effect to this Amendment No. 1, all references in the Credit Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended by this Amendment No. 1.

7. PAYMENT OF COSTS; AMENDMENT FEE. Concurrently with its execution and delivery of this Amendment No. 1, the Borrower shall pay to the Bank all costs and expenses (including attorneys' fees and disbursements) incurred by the Bank in connection with the preparation, execution and delivery of this Amendment No. 1 and related documents, including, without

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limitation an amendment fee in the principal sum of \$30,000 (the "Amendment Fee"). The Amendment Fee shall be for the account of the Banks in accordance with their Pro Rata Share.

8. COUNTERPARTS. This Amendment No. 1 may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment No. 1 by facsimile shall be effective as delivery of a manually executed signature page hereto.

9. GUARANTY FROM DELTA GALIL. Concurrently with the execution and delivery of this Amendment No. 1 by the Borrower, Delta Galil shall execute and deliver to the Banks a Unlimited Guaranty in the form annexed to this Amendment No. 1 as EXHIBIT A (the "Delta Galil New York Guaranty"). The Delta Galil New York Guaranty shall replace in its entirety the guaranty referred to in clause (i) of Section 3.1.9 of the Credit Agreement.

10. DELIVERY OF DOCUMENTS. Within ninety (90) days from the Effective Date, the Borrower shall deliver to the Agent for the benefit of the Banks all documents and information required to be delivered under the Credit Agreement then due or outstanding, including, without limitation, all documents and information required to be delivered pursuant to Section 3.2 of the Credit Agreement.

11. CONDITIONS PRECEDENT. The obligation of the Banks to execute and deliver this Amendment No. 1 is conditioned upon receipt by the Banks of (i) this Amendment No. 1 executed by all of the parties hereto, (ii) the Consent attached hereto executed by each Guarantor, (iii) the Delta Galil New York Guaranty, (iv) prepayment of \$25,000,000 of the amount outstanding under the Term Loan, (v) payment of the Amendment Fee and (vi) payment of all outstanding legal fees and disbursements of Warshaw Burstein Cohen Schlesinger & Kuh, LLP in connection with the preparation of this Amendment No. 1.

12. GOVERNING LAW/ENTIRE AGREEMENT. This Amendment No. 1 shall be construed in accordance with and governed by the laws of the State of New York (other than the conflicts of laws principles thereof). This Amendment No. 1 contains the entire agreement of the parties with respect to the subject matter contained herein and may not be amended or modified except pursuant to a written instrument executed by the party sought to be bound thereby.

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If the foregoing correctly sets forth our understanding and agreement,  
kindly indicate your acceptance thereof by signing below.

Very truly yours,

BANK LEUMI USA

By: /s/ Michaela Klein

-----  
Name: Michaela Klein  
Title: Senior Vice President

By: /s/ Yuval Talmy

-----  
Name: Yuval Talmy  
Title: Vice President

BANK HAPOALIM, B.M.

By: /s/ Boaz Dan

-----  
Name: Boaz Dan  
Title: Senior Vice President

By: /s/ Maxine Levy

-----  
Name: Maxine Levy  
Title: Vice President

AGREED TO:

DELTA GALIL USA INC.

By: /s/ David Kostman

-----  
Name: David Kostman  
Title: Chief Executive Officer

By: /s/ Steven Lockcuff

-----  
Name: Steven Lockcuff  
Title: Vice President for Finance and Secretary

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CONSENT

Each of the undersigned hereby confirms that:

It is fully informed as to the amendment, dated as of even date herewith ("Amendment No. 1") to the Second Amended and Restated Credit and Security Agreement, dated as of December 9, 2004 (the "Credit Agreement"). Capitalized terms used herein and not defined shall have the meanings defined in the Credit Agreement.

It has executed and delivered a Guarantee in favor of the Banks, wherein and whereby, the undersigned, among other things, unconditionally guaranteed to the Banks payment when due, whether by acceleration or otherwise of any and all Obligations of the Borrower to the Banks, including interest and attorneys' fees, costs and expenses of collection incurred by the Banks in enforcing any of the Obligations.

Notwithstanding the Amendment No. 1 and the effectiveness of the agreements contained therein, the Guarantee of the undersigned is in full force and effect, has not been terminated, rescinded, amended or modified, and the undersigned has no defenses or offsets with respect to its obligations to the Banks under its Guarantee. The provisions of this Consent relating to Delta Galil Industries, Ltd. shall be deemed made after giving effect to Paragraph 9 of Amendment No. 1.

Dated as of: January 6, 2006

AUBURN HOSIERY MILLS, INC.

BURLEN CORP.

By: \_\_\_\_\_  
Steven Lockcuff, Treasurer and  
Secretary

By: \_\_\_\_\_  
Steven Lockcuff, Treasurer and Assistant  
Secretary

DELTA GALIL INDUSTRIES LTD.

By: \_\_\_\_\_  
Arnon Tiberg, Chief Executive  
Officer



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BANK LEUMI USA  
564 Fifth Avenue  
New York, NY 10021

BANK HAPOALIM B.M.  
1177 Avenue of the Americas  
New York, New York 10036

As of May 9, 2006

Delta Galil USA Inc.  
150 Meadowlands Parkway  
Secaucus, New Jersey 07094

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Credit and Security Agreement (the "Credit Agreement"), dated as of December 9, 2004, among Delta Galil USA Inc., a Delaware corporation having an office at 150 Meadowlands Parkway, Secaucus, New Jersey 07094 (the "Borrower"), Bank Leumi USA, a New York banking corporation as agent for the Banks party thereto (the "Agent"), having an office at 564 Fifth Avenue, New York, New York 10036, and each of the Persons named in Schedule 1.1 annexed thereto (each a "Bank" and collectively, the "Banks"), as amended by Amendment No. 1 thereto, dated as of January 12, 2006.

The Borrower has requested, and the Banks have agreed, to amend the Credit Agreement to provide, among other things, for (i) an extension of the Maturity Date and (ii) the amendment to certain financial covenants contained in the Credit Agreement, all as set forth herein.

Accordingly, the parties hereby agree as follows:

3. CAPITALIZED TERMS. Capitalized terms used in this letter agreement (this "Amendment No. 2") and not otherwise defined herein, shall have the meanings defined in the Credit Agreement.

4. AMENDMENTS TO THE CREDIT AGREEMENT. Upon fulfillment of the conditions specified in Paragraph 9 hereof (the "Effective Date"), the Credit Agreement is hereby amended as follows:

(a) The definitions of "Loan Documents" and "Maturity Date" contained in Section 1.1 of the Agreement are hereby deleted in their entirety and amended to read as follows:

"LOAN DOCUMENTS" shall mean, this Agreement, the Revolving Note, the Term Note, the Pledge Agreement, the Borrower Pledge Agreement, the Real Estate Collateralization Documents, the Security Agreements, the Trademark Security Agreements, the guarantees and any other agreements executed and delivered by each Guarantor, and all other agreements,

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instruments and documents, including, without limitation, security agreements, loan agreements, notes, mortgages, deeds of trust, intercreditor agreements, assignment of leases, pledges, powers of attorney, consents, assignments, collateral assignments, letter agreements, contracts, notices, financing statements, account opening documents, and all other writings, all of which must be in form and substance satisfactory to the Agent, heretofore, now, or hereafter executed by or on behalf of the Borrower or any Guarantor and delivered to the Agent or any Bank pursuant to or in furtherance of this Agreement, together with all agreements, instruments and documents referred to therein or contemplated thereby and as now in effect or as at any time amended, modified or changed.

"MATURITY DATE" shall mean the earlier to occur of (i) January 31, 2007, and (ii) the date of acceleration pursuant to Section 10.1 of this Agreement."

(b) A new definition captioned "Borrower Pledge Agreement" is hereby added to Section 1.1 of the Credit Agreement in its proper alphabetical order and shall read as follows:

"BORROWER PLEDGE AGREEMENT" shall mean the Pledge and Assignment Agreement substantially in the form of Exhibit K hereto, dated as of \_\_\_\_\_, 2006, from the Borrower to the Agent, as amended, modified or supplemented from time to time."

(c) The seventh sentence of Section 2.2 is hereby deleted in its entirety and replaced as follows:

"The Borrower may not give more than seven (7) Notices of Advance in any one month."

(d) The first and second sentences of Section 2.11.1 are hereby deleted in their entirety and replaced as follows:

"Subject to the terms and conditions hereof, the Agent, as a Bank, shall issue, or cause one or more of the other Banks to issue, letters of credit ("Letters of Credit") on behalf of the Borrower; provided, however, that the Agent will not issue or cause to be issued any Letters of Credit: (i) to the extent that the face amount of such Letters of Credit would then cause the Outstanding Revolving Loan Balance plus the outstanding Letters of Credit and Acceptances to exceed the lesser of (a) the Revolving Loan Commitment or (b) the Borrowing Base or (ii) which have an expiration date which is more than sixty (60) days after the Maturity Date. At the request of the Borrower, the Agent, with the consent of the Banks (which consent may be withheld for any reason or no reason), may issue or cause to be issued a Letter of Credit having an expiry date of greater than sixty (60) days after the Maturity Date. In the event a Letter of Credit is issued having an expiry date after the Maturity Date, such Letter of Credit shall be entitled to all the benefits and entitlements of this Agreement and the other Loan Documents, including the Security Agreements."

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(e) The second sentence of Section 2.12 is hereby deleted in its entirety and replaced as follows:

"No Acceptance shall have a maturity date which is later than (i) ninety (90) days after its creation or (ii) sixty (60) days after the Maturity Date. At the request of the Borrower, the Agent, with the consent of the Banks (which consent may be withheld for any reason or no reason), may create or cause to be created an Acceptance having a maturity date of greater than sixty (60) days after the Maturity Date. In the event that an Acceptance is created having a maturity date after the Maturity Date, such Acceptance shall be entitled to all the benefits and entitlements of this Agreement and the other Loan Documents, including the Security Agreements."

(f) The second sentence of Section 8.18 is hereby deleted in its entirety and replaced as follows:

"Compliance with this covenant shall be measured on a quarterly basis for a rolling twelve (12) month period; provided, however, that for the 2006 calendar year compliance with this covenant shall be measured on a quarterly basis for a rolling three (3) month period."

Section 8.18 is hereby further amended by deleting the phrase "For the twelve (12) month period ending March 31, 2006" and corresponding ratio "1.25 to 1.0".

Section 8.18 is hereby further amended by deleting the ratios for the following periods and replacing such ratios as follows:

<TABLE> <CAPTION>	
"PERIOD	RATIO
<S>	<C>
For the three (3) month period ending June 30, 2006	1.0 to 1.0
For the three (3) month period ending September 30, 2006	1.0 to 1.0
For the three (3) month period ending December 31, 2006	1.0 to 1.0"
</TABLE>	

(g) Section 8.19 is hereby amended by deleting the ratios for the following periods and replacing such ratios as follows:

<TABLE> <CAPTION>	
"PERIOD	RATIO
<S>	<C>
For the twelve (12) month period ending September 30, 2006	0.28 to 1.0
For the twelve (12) month period ending December 31, 2006	0.28 to 1.0"
</TABLE>	

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(h) Section 8.20 is hereby amended by deleting the ratios for the following periods and replacing such ratios as follows:

<TABLE> <CAPTION>	
"PERIOD <S>	RATIO <C>
For the twelve (12) month period ending March 31, 2006	6.70 to 1.0
For the twelve (12) month period ending June 30, 2006	5.70 to 1.0"
</TABLE>	

(i) A new Exhibit K is hereby added to the Credit Agreement in the form attached to this Amendment No. 2 as Exhibit K.

3. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants as follows (which representations and warranties shall survive the execution and delivery of this Amendment No. 2):

(a) The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Amendment No. 2.

(b) This Amendment No. 2 has been duly executed and delivered by the Borrower and the consent attached hereto has been duly executed and delivered by each Guarantor. This Amendment No. 2 and the Credit Agreement (as amended by this Amendment No. 2) hereby constitute the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equity principles.

(c) No consent or approval of any person, firm, corporation or entity, and no consent, license, approval or authorization of any governmental authority is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Amendment No. 2 other than any such consent, approval, license or authorization which has been obtained and remains in full force and effect or where the failure to obtain such consent, approval, license or authorization would not have a Material Adverse Effect.

(d) After giving effect to this Amendment No. 2, the Borrower is in compliance with all of the various covenants and agreements set forth in the Credit Agreement and each of the other Loan Documents.

(e) After giving effect to this Amendment No. 2, no event has occurred and is continuing which constitutes a Default or an Event of Default.

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(f) All representations and warranties contained in the Credit Agreement and each of the other Loan Documents are true and correct in all material respects as of the date hereof, except to the extent that any representation or warranty relates to a specified date, in which case such are true and correct in all material respects as of the specific date to which such representations and warranties relate.

4. DEPOSIT. Concurrently with its execution and delivery of this Amendment No. 2, (i) the Borrower shall deposit with the Agent \$4,000,000, which amount shall be pledged to the Bank in accordance with the terms and conditions of the Borrower Pledge Agreement, in the form attached hereto as Exhibit K, and (ii) the Borrower shall execute and deliver the Borrower Pledge Agreement to the Agent.

5. CONTINUANCE. The Credit Agreement and the other Loan Documents (including the Term Note) are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that after giving effect to this Amendment No. 2, all references in the Credit Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended by this Amendment No. 2.

6. PAYMENT OF COSTS; AMENDMENT FEE. Concurrently with its execution and delivery of this Amendment No. 2, the Borrower shall pay (i) to the Banks all costs and expenses (including attorneys' fees and disbursements) incurred by the Banks in connection with the preparation, execution and delivery of this Amendment No. 2 and related documents, and (ii) for the account of the Banks in accordance with their Pro Rata Share, an amendment fee in the sum of \$60,000 (the "Amendment Fee").

7. AMENDMENT TO SPRINGING GUARANTY FROM DELTA GALIL INDUSTRIES LTD. Concurrently with the execution and delivery of this Amendment No. 2 by the Borrower, Delta Galil Industries Ltd. ("Delta Galil") shall execute and deliver to the Agents an amendment to the Springing Guaranty (the "Springing Guaranty"), dated June 13, 2002, as amended by letter dated December 9, 2004, in the form annexed to this Amendment No. 2 as EXHIBIT A (the "Guaranty Amendment").

8. OPINION WITH RESPECT TO GUARANTIES. On the date hereof, the Banks shall have received (i) a written opinion of Pryor Cashman Sherman & Flynn LLP, special counsel to Delta Galil, in form and substance satisfactory to the Banks and their counsel, relating to such matters as the Banks may reasonably request, and (ii) an opinion from Israeli counsel substantially similar to the opinion received by the Agent from I. Amihud Ben-Porath, Hamou & Co. dated December 9, 2004, with respect to said Springing Guaranty.

9. CONDITIONS PRECEDENT. The obligation of the Banks to execute and deliver this Amendment No. 2 is conditioned upon receipt by the Banks of (i) this Amendment No. 2

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executed by all of the parties hereto, (ii) the Consent attached hereto executed by each Guarantor, (iii) the Guaranty Amendment, (iv) evidence satisfactory to the Agent, in its sole discretion, that the Borrower has received a capital contribution or loan from Delta Galil in the principal sum of \$4,000,000, (v) the Pledge Agreement in the form annexed hereto as Exhibit K and executed by the Borrower, (vi) each of the opinions of counsel referenced in Paragraph 8 above, (vii) payment of the Deposit, (viii) payment of the Amendment Fee, and (ix) payment of all outstanding legal fees and disbursements of Warshaw Burstein Cohen Schlesinger & Kuh, LLP in connection with the preparation of this Amendment No. 2.

10. COUNTERPARTS. This Amendment No. 2 may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment No. 2 by facsimile shall be effective as delivery of a manually executed signature page hereto.

11. GOVERNING LAW/ENTIRE AGREEMENT. This Amendment No. 2 shall be construed in accordance with and governed by the laws of the State of New York (other than the conflicts of laws principles thereof). This Amendment No. 2 contains the entire agreement of the parties with respect to the subject matter contained herein and may not be amended or modified except pursuant to a written instrument executed by the party sought to be bound thereby.

12. MODIFICATIONS. This Amendment No. 2 cannot be amended, terminated or modified, except pursuant to a writing executed by all parties to this Amendment No. 2.

[SIGNATURE PAGE TO FOLLOW]

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If the foregoing correctly sets forth our understanding and agreement,  
kindly indicate your acceptance thereof by signing below.

Very truly yours,

BANK LEUMI USA

By: /s/ Michaela Klein

-----  
Name: Michaela Klein  
Title: Senior Vice President

By: /s/ Yuval Talmy

-----  
Name: Yuval Talmy  
Title: First Vice President

BANK HAPOALIM, B.M.

By: /s/ Boaz Dan

-----  
Name: Boaz Dan  
Title: Senior Vice President

By: /s/ Mickey Berger

-----  
Name: Mickey Berger  
Title: Vice President

AGREED TO:

DELTA GALIL USA INC.

By: /s/ David Kostman

-----  
Name: David Kostman  
Title: Chief Executive Officer

By: /s/ Steven Lockcuff

-----  
Name: Steven Lockcuff  
Title: Vice President for Finance and Secretary

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CONSENT

Each of the undersigned hereby confirms that:

It is fully informed as to the amendment, dated as of even date herewith ("Amendment No. 2") to the Second Amended and Restated Credit and Security Agreement, dated as of December 9, 2004 (the "Credit Agreement"), as amended by Amendment No. 1 thereto, dated as of January 12, 2006. Capitalized terms used herein and not defined shall have the meanings defined in the Credit Agreement.

Each is a Guarantor and has executed and delivered a guarantee in favor of the Banks, wherein and whereby, the undersigned, among other things, unconditionally guaranteed to the Banks payment when due, whether by acceleration or otherwise of any and all Obligations of the Borrower to the Banks, including interest and attorneys' fees, costs and expenses of collection incurred by the Banks in enforcing any of the Obligations (individually a "Guarantee" and collectively, the "Guarantees"). The Delta Galil Guarantees are part of the Guarantees.

Notwithstanding Amendment No. 2 and the effectiveness of the agreements contained therein, each Guarantee is in full force and effect, has not been terminated, rescinded, amended or modified, and the undersigned has no defenses or offsets with respect to its obligations to the Banks under its Guarantee.

Each Bank shall have the right to proceed under any or all of such Guarantees at any time or from time to time.

Dated as of: May 9, 2006

AUBURN HOSIERY MILLS, INC.

BURLIN CORP.

By: \_\_\_\_\_  
Name: Steven Lockcuff  
Title: Treasurer and Secretary

By: \_\_\_\_\_  
Name: Steven Lockcuff  
Title: Vice President, Treasurer  
and Assistant Secretary

DELTA GALIL INDUSTRIES LTD.

By: \_\_\_\_\_  
Name:  
Title:



Filename: ex4\_10.txt

Type: EX-4.10

Comment/Description: Exhibit 4.10

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EXHIBIT 4.10

DELTA GALIL INDUSTRIES LTD.  
2006 INCENTIVE PLAN

1. DEFINITIONS. In this Plan, except where the context otherwise indicates, the following definitions shall apply:

1.1. "Affiliate" means a corporation, partnership, business trust, limited liability company, or other form of business organization at least a majority of the total combined voting power of all classes of stock or other equity interests of which is owned by the Company, either directly or indirectly, and any other entity designated by the Committee in which the Company has a significant interest.

1.2. "Agreement" means a written agreement or other document evidencing an Award that shall be in such form as the Committee may specify. The Committee in its discretion may, but need not, require a Participant to sign an Agreement.

1.3. "Award" means a grant of an Option, a SAR, Restricted Stock, a Restricted Stock Unit, a Performance Award, or an Other Stock-Based Award.

1.4. "Board" means the Board of Directors of the Company.

1.5. "Code" means the Internal Revenue Code of 1986, as amended.

1.6. "Committee" means the committee(s), subcommittee(s), or person(s) the Board appoints to administer this Plan or to make or administer specific Awards hereunder. If no appointment is in effect at any time, "Committee" means the Board.

1.7. "Common Stock" means the ordinary shares of the Company, par value NIS 1 per share.

1.8. "Company" means Delta Galil Industries Ltd. and any successor thereto.

1.9. "Date of Exercise" means the date on which the Company receives notice of the exercise of an Option or SAR in accordance with the terms of Section 8.

1.10. "Date of Grant" means the date on which an Award is granted under this Plan.

1.11. "Eligible Person" means any person who is an Employee or hired to be an Employee of the Company or an Affiliate. Directors and Ten-Percent Stockholders are not Eligible Persons.

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1.12. "Employee" means any person who the Committee determines to be an employee of the Company or an Affiliate.

1.13. "Exercise Price" means the price per Share at which an Option may be exercised.

1.14. "Fair Market Value" means, unless otherwise determined by the Committee, the last sale price of a share of Common Stock on the Tel Aviv Stock Exchange ("TASE") as of the relevant date (or if the TASE is not open on such date or the Common Stock is not traded on that day, the most recent prior date that the TASE was open for trading and the Common Stock was traded) or, if the Common Stock is not traded on the TASE, an amount determined by the Committee pursuant to a reasonable method adopted in good faith for such purpose; provided, however, that in the case of an Option or a SAR, in all events shall Fair Market Value be determined pursuant to a method that complies with the applicable guidance issued by the U.S. Treasury Department and the U.S. Internal Revenue Service pursuant to Section 409A of the Code.

1.15. "Incentive Stock Option" means an Option granted under this Plan that the Committee designates as an incentive stock option under Section 422 of the Code.

1.16. "Nonqualified Stock Option" means an Option granted under this Plan that is not an Incentive Stock Option.

1.17. "Option" means an option to purchase Shares granted under this Plan in accordance with the terms of Section 6.

1.18. "Option Period" means the period during which an Option may be exercised.

1.19. "Other Stock-Based Award" has the meaning provided in Section 13.

1.20. "Participant" means an Eligible Person who has been granted an Award hereunder.

1.21. "Performance Award" means a performance award granted under this Plan in accordance with the terms of Section 11.

1.22. "Performance Goals" means performance goals that the Board or the Committee establishes, which may be based on satisfactory internal or external audits, achievement of balance sheet or income statement objectives, cash flow, customer satisfaction metrics and achievement of customer satisfaction goals, dividend payments, earnings (including before or after taxes, interest, depreciation, and amortization), earnings growth, earnings per share; economic value added, expenses, improvement of financial ratings, internal rate of return, market share, net asset value, net income, net operating gross margin, net operating profit after taxes ("NOPAT"), net sales growth,

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NOPAT growth, operating income, operating margin, comparisons to the performance of other companies, pro forma income, regulatory compliance, return measures (including return on assets, designated assets, capital, committed capital, net capital employed, equity, sales, or stockholder equity, and return versus the Company's cost of capital), revenues, sales, stock price (including growth measures and total stockholder return), comparison to stock market indices, implementation or completion of one or more projects or transactions, working capital, or any other objective goals that the Committee establishes. Performance Goals may be absolute in their terms or measured against or in relationship to other companies comparably, similarly or otherwise situated. Performance Goals may be particular to an Eligible Person or the department, branch, Affiliate, or division in which the Eligible Person works, or may be based on the performance of the Company, one or more Affiliates, or the Company and one or more Affiliates, and may cover such period as the Board or the Committee may specify.

1.23. "Plan" means this Delta Galil Industries Ltd. 2006 Incentive Plan, as amended from time to time.

1.24. "Related Option" means an Option in connection with which, or by amendment to which, a SAR is granted.

1.25. "Related SAR" means a SAR granted in connection with, or by amendment to, an Option.

1.26. "Restricted Stock" means Shares granted under this Plan pursuant to the provisions of Section 9.

1.27. "Restricted Stock Units" means an award providing for the contingent grant of Shares (or the cash equivalent thereof) pursuant to the provisions of Section 10.

1.28. "SAR" means a stock appreciation right granted under this Plan in accordance with the terms of Section 7.

1.29. "Section 422 Employee" means an Employee who is employed by the Company or a "parent corporation" or "subsidiary corporation" (both as defined in Sections 424(e) and (f) of the Code) with respect to the Company, including "parent corporations" and "subsidiary corporations" that become such after adoption of the Plan.

1.30. "Share" means a share of Common Stock.

1.31. "Ten-Percent Stockholder" means a Section 422 Employee who (applying the rules of Section 424(d) of the Code) owns stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company or a "parent corporation" or "subsidiary corporation" (as defined in Sections 424(e) and (f), respectively, of the Code) with respect to the Company.

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Unless the context expressly requires the contrary, references in this Plan to (a) the term "Section" refers to the sections of this Plan, and (b) the word "including" means "including (without limitation)."

2. PURPOSE. This Plan is intended to assist the Company and its Affiliates in attracting and retaining Eligible Persons of outstanding ability and to promote the identification of their interests with those of the stockholders of the Company and its Affiliates.

3. ADMINISTRATION. The Board shall have plenary authority, in its discretion, to grant Awards to Eligible Persons, subject to the provisions of the Plan and to determine the Eligible Persons to whom it grants Awards. The Board and the Committee shall each have authority and discretion, subject to the provisions of the Plan, to administer the Plan and to determine the terms (which terms need not be identical) of all Awards, including the Exercise Price of Options, the time or times at which Awards are granted or vest, the number of Shares covered by Awards, whether an Option shall be an Incentive Stock Option or a Nonqualified Stock Option, any exceptions to nontransferability, and any Performance Goals applicable to Awards. In making these determinations, the Board and the Committee may take into account the nature of the services rendered or to be rendered by Award recipients, their present and potential contributions to the success of the Company and its Affiliates, and such other factors as the Committee in its discretion shall deem relevant. Subject to the provisions of this Plan, the Board and the Committee shall each have plenary authority to interpret this Plan and Agreements, prescribe, amend and rescind rules and regulations relating to them, and make all other determinations deemed necessary or advisable for the administration of this Plan and Awards granted hereunder. The determinations of the Board or the Committee on the matters referred to in this Section 3 shall be binding and final. The Committee may delegate its authority under this Section 3 and the terms of this Plan to such extent it deems desirable and is consistent with the requirements of applicable law.

4. ELIGIBILITY. Awards may be granted only to Eligible Persons, provided that (a) Incentive Stock Options may only be granted to Eligible Persons who are Section 422 Employees; and (b) Options and SARs may only be granted to persons with respect to whom Shares constitute stock of the service recipient (within the meaning of Section 409A of the Code) determined by applying a 50% (or 20%, in the presence of legitimate business criteria determined in accordance with Section 409A of the Code) ownership test for purposes of applying Sections 414(b) and (c) of the Code.

5. STOCK SUBJECT TO PLAN.

5.1. Subject to adjustment as provided in Section 14, the maximum number of Shares that may be issued under this Plan is 300,000 Shares. Shares issued under this Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been, or may be, reacquired by the Company in the open market, in private transactions, or otherwise.

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5.2. Subject to adjustment as provided in Section 14, the maximum number of Shares with respect to which an Employee may be granted Awards under this Plan during any calendar year is 150,000 Shares. The maximum number of Shares with respect to which an Employee has been granted Awards shall be determined in accordance with Section 162(m) of the Code.

5.3. If shares of Restricted Stock are forfeited, or if an Award otherwise terminates or expires (other than termination by virtue of the exercise of a Related SAR or Related Option, as the case may be), without all or a portion of the Shares covered by the Award being issued, the forfeited or unissued Shares under the Award shall again be available for the grant of Awards under this Plan; provided, however, that in the case of Shares that are withheld to pay withholding taxes with respect to an Award, no such withheld Shares shall again be available for the grant of Awards hereunder. Upon exercise of a SAR (regardless of whether the SAR is settled in cash or Shares), the number of Shares with respect to which the SAR is exercised shall be charged against the number of Shares issuable under this Plan, and shall not again become available for the grant of Awards.

#### 6. OPTIONS.

6.1. Options granted under this Plan shall be either Incentive Stock Options or Nonqualified Stock Options, as designated by the Board or the Committee. Each Option granted under this Plan shall be identified either as a Nonqualified Stock Option or an Incentive Stock Option, and each Option shall be evidenced by an Agreement that specifies the terms and conditions of the Option. Options shall be subject to the terms and conditions set forth in this Section 6 and such other terms and conditions not inconsistent with this Plan as the Board or the Committee may specify. The Board or the Committee may, in its discretion, condition the grant or vesting of an Option upon the achievement of one or more specified Performance Goals.

6.2. The Exercise Price of an Option granted under this Plan shall not be less than 100% of the Fair Market Value of a Share on the Date of Grant.

6.3. The Board or the Committee shall determine the Option Period for an Option, which shall be specifically set forth in the Agreement, provided that an Option shall not be exercisable after ten years from its Date of Grant.

#### 7. SARs.

7.1. A SAR granted under this Plan shall be evidenced by an Agreement specifying the terms and conditions of the Award.

7.2. A SAR may be granted under this Plan (a) in connection with, and at the same time as, the grant of an Option under this Plan, (b) by amendment of an outstanding Option granted under this Plan, or (c) independently of any Option granted under this Plan. A SAR described in clause (a) or (b) of the preceding sentence is a

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Related SAR. A Related SAR may, in the Committee's discretion, apply to all or any portion of the Shares subject to the Related Option.

7.3. A SAR may be exercised in whole or in part as provided in the applicable Agreement. Subject to the terms of the Agreement, a SAR entitles a Participant to receive, upon exercise and without payment to the Company (but subject to required tax withholding), either cash or that number of Shares (equal to the highest whole number of Shares), or a combination thereof, in an amount or having an aggregate Fair Market Value as of the Date of Exercise not to exceed the number of Shares subject to the portion of the SAR exercised multiplied by an amount equal to the excess of the Fair Market Value on the Date of Exercise of the SAR over either (a) the Fair Market Value on the Date of Grant of the SAR if it is not a Related SAR (or such amount in excess of the Fair Market Value as the Committee may specify), or (b) the Exercise Price as provided in the Related Option if the SAR is a Related SAR.

7.4. The Board or the Committee shall determine the period during which a SAR may be exercised, which period shall be specifically set forth in the Agreement; provided that a SAR will expire no later than the earlier of (a) ten years from the Date of Grant, or (b) in the case of a Related SAR, the expiration of the Related Option. A Related SAR that is related to an Incentive Stock Option may be exercised only when and to the extent the Related Option is exercisable.

7.5. The exercise, in whole or in part, of a Related SAR shall cause a reduction in the number of Shares subject to the Related Option equal to the number of Shares with respect to which the Related SAR is exercised. The exercise, in whole or in part, of a Related Option shall cause a reduction in the number of Shares subject to the Related SAR equal to the number of Shares with respect to which the Related Option is exercised.

#### 8. EXERCISE OF OPTIONS AND SARs.

8.1. Subject to the terms of the applicable Agreement, an Option or SAR may be exercised, in whole or in part, by delivering to the Company a notice of the exercise, in such form as the Board or the Committee may prescribe, accompanied, in the case of an Option, by full payment for the Shares with respect to which the Option is exercised, or to the extent provided in the applicable Agreement, irrevocable instructions to a broker to deliver promptly to the Company cash equal to the exercise price of the Option.

8.2. To the extent provided in the applicable Agreement or otherwise authorized by the Board or the Committee, payment may be made by delivery (including constructive delivery) of unencumbered Shares (provided that if the Shares were acquired pursuant to an option or other award granted hereunder or under any other compensation plan maintained by the Company or any Affiliate, the Shares shall have been held for such period, if any, as the Committee may specify) valued at Fair Market Value on the Date of Exercise.

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9. RESTRICTED STOCK AWARDS. Each grant of Restricted Stock under this Plan shall be subject to an Agreement specifying the terms and conditions of the Award. Restricted Stock granted under this Plan shall consist of Shares that are restricted as to transfer, subject to forfeiture, and subject to such other terms and conditions as the Committee may specify. The terms and conditions may provide, in the discretion of the Committee, for the lapse of transfer restrictions or forfeiture provisions to be contingent upon the achievement of one or more specified Performance Goals.

10. RESTRICTED STOCK UNIT AWARDS. Each grant of Restricted Stock Units under this Plan shall be evidenced by an Agreement that (a) provides for the issuance of Shares to a Participant at such time(s) as the Board or the Committee may specify, and (b) contains such other terms and conditions as the Board or the Committee may specify, including terms that condition the issuance of Shares upon the achievement of one or more specified Performance Goals.

11. PERFORMANCE AWARDS. Each Performance Award granted under this Plan shall (a) provide for the payment of cash or issuance of Shares contingent upon the attainment of one or more specified Performance Goals over such period as the Committee may specify, and (b) be subject to such other terms and conditions as the Committee may specify. For purposes of Section 5.2, a Performance Award shall be deemed to cover a number of Shares equal to the maximum number of Shares that may be issued upon payment of the Award if the terms of the Award provide for payment in the form of Shares. The maximum cash amount payable to any Employee pursuant to all Performance Awards granted to an Employee during a calendar year shall not exceed \$1 million.

12. DIVIDENDS AND DIVIDEND EQUIVALENTS. The terms of an Award may, subject to such terms and conditions as the Board or the Committee may specify, provide a Participant with the right to receive dividend payments or dividend equivalent payments with respect to Shares covered by the Award, which payments may be either made currently or credited to an account established for the Participant, and may be settled in cash or Shares, as determined by the Committee. The Participant shall not be entitled to receive dividend payments or dividend equivalent payments with respect to Options before their exercise.

13. OTHER STOCK-BASED AWARDS. The Board or the Committee may in its discretion grant stock-based awards of a type other than those otherwise provided for in this Plan, including the issuance or offer for sale of unrestricted Shares ("Other Stock-Based Awards"). Other Stock-Based Awards shall cover such number of Shares and have such terms and conditions as the Board or the Committee shall determine, including terms that condition the payment or vesting the Other Stock-Based Award upon the achievement of one or more Performance Goals.

14. CAPITAL EVENTS AND ADJUSTMENTS.



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14.1. In event of any change in the outstanding Common Stock by reason of a stock dividend, stock split, reverse stock split, spin-off, recapitalization, reclassification, combination or exchange of shares, merger, consolidation, liquidation or the like, the Board or the Committee may, as it deems equitable in its discretion, provide for a substitution for or adjustment in: (a) the number and class of securities subject to outstanding Awards or the type of consideration to be received upon the exercise or vesting of outstanding Awards, (b) the Exercise Price of Options and the base price upon which payments under SARs that are not Related SARs are determined, (c) the aggregate number and class of securities for which Awards thereafter may be granted under this Plan, and (d) the maximum number of securities with respect to which an Employee may be granted Awards during any calendar year.

14.2. Any provision of this Plan or any Agreement to the contrary notwithstanding, in the event of a merger or consolidation to which the Company is a party, the Board or the Committee shall take such actions, if any, as it deems necessary or appropriate to prevent the enlargement or diminishment of Participants' rights under this Plan and Awards granted hereunder, and may, in its discretion, cause any Award granted hereunder to be canceled in consideration of a cash payment equal to the fair value of the canceled Award, as determined by the Committee in its discretion. Unless the Board or the Committee determines otherwise, the fair value of an Option shall be deemed to be equal to the product of (a) the number of shares the Option covers (and has not previously been exercised) and (b) the excess, if any, of the Fair Market Value of a Share as of the date of cancellation over the Exercise Price of the Option.

15. TERMINATION OR AMENDMENT. The Board may amend or terminate this Plan in any respect at any time; provided, however, that after the stockholders of the Company have approved this Plan, the Board shall not amend or terminate this Plan without approval of (a) the Company's stockholders to the extent applicable law or regulations or the requirements of the principal exchange or interdealer quotation system on which the Common Stock is listed or quoted, if any, requires stockholder approval of the amendment, and (b) each affected Participant if the amendment or termination would adversely affect the Participant's rights or obligations under any Award granted prior to the date of the amendment or termination.

16. MODIFICATION, SUBSTITUTION OF AWARDS.

16.1. Subject to the terms and conditions of this Plan, the Board or the Committee may modify the terms of any outstanding Awards; provided that (a) no modification of an Award shall, without the consent of the Participant, alter or impair any of the Participant's rights or obligations under the Award, and (b) subject to Section 14, in no event may (i) an Option be modified to reduce the Exercise Price of the Option, (ii) a SAR be modified to reduce the applicable Exercise Price (in the case of a Related SAR) or base price (in the case of other SARs), or (iii) an Option or a SAR be cancelled or surrendered in consideration for the grant of a new Option or SAR with a lower Exercise Price or base price.

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16.2. Anything contained herein to the contrary notwithstanding, Awards may, in the Board's or the Committee's discretion, be granted under this Plan in substitution for stock options and other awards covering capital stock of another corporation which is merged into, consolidated with, or all or a substantial portion of the property or stock of which is acquired by, the Company or one of its Affiliates. The terms and conditions of the substitute Awards so granted may vary from the terms and conditions set forth in this Plan to such extent as the Board or the Committee may deem appropriate to conform, in whole or part, to the provisions of the awards in substitution for which they are granted. Substitute Awards granted hereunder shall not be counted toward the Share limit imposed by Section 5.2, except to the extent the Committee determines that counting such Awards is required for Awards granted hereunder to be eligible to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Code.

17. NON-U.S. EMPLOYEES. Without amendment of this Plan, the Board may grant Awards to Eligible Persons who are subject to the laws of foreign countries or jurisdictions on such terms and conditions different from those specified in this Plan as may in the judgment of the Board be necessary or desirable to foster and promote achievement of the purposes of this Plan. The Board or the Committee may make such modifications, amendments, procedures, sub-plans and the like as may be necessary or advisable to comply with provisions of laws of other countries or jurisdictions in which the Company or any of its Affiliates operates or has employees.

18. STOCKHOLDER APPROVAL. This Plan, and any amendments hereto requiring stockholder approval pursuant to Section 15, are subject to approval by vote of the stockholders of the Company at the next annual or special meeting of stockholders following adoption by the Board. Notwithstanding the preceding sentence, in the event that stockholder approval of this Plan is not obtained, this Plan and all grants of Awards hereunder shall remain valid, except that any Option granted hereunder that would require such stockholder approval to qualify as an Incentive Stock Option under the Code shall be treated as a Nonqualified Stock Option.

19. WITHHOLDING. The Company's obligation to issue or deliver Shares or pay any amount pursuant to the terms of any Award granted hereunder shall be subject to satisfaction of applicable federal, state, local and foreign tax withholding requirements. To the extent provided in the applicable Agreement, and in accordance with such rules as the Board or the Committee may prescribe, a Participant may satisfy any withholding tax requirements by one or any combination of the following means: tendering a cash payment; authorizing the Company to withhold Shares otherwise issuable to the Participant; or delivering to the Company already-owned and unencumbered Shares.

20. TERM OF PLAN. Unless the Board terminates this Plan pursuant to Section 15 on an earlier date, this Plan shall terminate on the date that is ten years after the earlier of the date that the Board adopts this Plan or the Company's stockholders approve this Plan, and no Awards may be granted after such date. The termination of this Plan shall not affect the validity of any Award outstanding on the date of termination.

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21. GENERAL PROVISIONS.

21.1. The establishment of this Plan shall not confer upon any Eligible Person any legal or equitable right against the Company, any Affiliate or the Committee, except as expressly provided in this Plan. Participation in this Plan shall not give an Eligible Person any right to be retained in the service of the Company or any Affiliate.

21.2. Neither the adoption of this Plan nor its submission to the Company's stockholders shall be taken to impose any limitations on the powers of the Company or its Affiliates to issue, grant, or assume options, warrants, rights, or restricted stock, or other awards otherwise than under this Plan, or to adopt other stock option, restricted stock, or other plans, or to impose any requirement of stockholder approval upon the same.

21.3. The interests of any Eligible Person under this Plan or Awards granted hereunder are not subject to the claims of creditors and may not, in any way, be transferred, assigned, alienated or encumbered, except to the extent provided in an Agreement.

21.4. This Plan shall be governed, construed and administered in accordance with the laws of the State of New York without giving effect to the conflict of laws principles.

21.5. The Board or the Committee may require each person acquiring Shares pursuant to Awards granted hereunder to represent to and agree with the Company in writing that the person is acquiring the Shares without a view to distribution thereof. The certificates for the Shares may include any legend which the Board or the Committee deems appropriate to reflect any restrictions on transfer. All certificates for Shares issued pursuant to this Plan shall be subject to such stock transfer orders and other restrictions as the Board or the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed or interdealer quotation system upon which the Common Stock is then quoted, and any applicable federal or state securities laws. The Board or the Committee may place a legend or legends on certificates for Shares to make appropriate reference to the restrictions.

21.6. The Company shall not be required to issue any certificate or certificates for Shares with respect to Awards granted under this Plan, or record any person as a holder of record of Shares, without obtaining, to the complete satisfaction of the Board or the Committee, the approval of all regulatory bodies the Board or the Committee deems necessary, and without complying to the Board's or Committee's complete satisfaction, with all rules and regulations, under federal, state or local law the Committee deems applicable.

21.7. To the extent that this Plan provides for issuance of stock certificates to reflect the issuance of Shares, the issuance may be effected on

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a noncertificated basis, to the extent not prohibited by applicable law or the rules of any stock exchange or automated dealer quotation system on which the Shares are traded. No fractional Shares shall be issued or delivered pursuant to this Plan or any Award. The Board or the Committee shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of any fractional Shares or whether any fractional Shares or any rights thereto shall be forfeited or otherwise eliminated.

21.8. Notwithstanding any other provision of this Plan to the contrary, to the extent any Award (or a modification of an Award) under this Plan results in the deferral of compensation (for purposes of Section 409A of the Code), the terms and conditions of the Award shall comply with Section 409A of the Code.

21.9. The issuance of any Shares under this Plan is subject to the prior approval of the TASE for the listing of such Shares thereon.

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EXHIBIT 4.11

FREE TRANSLATION FROM HEBREW

DELTA GALIL INDUSTRIES LTD.  
(In this Plan "THE COMPANY")  
CHAPTER A - PREAMBLE

1. GENERAL

The Company is registered in Israel and its securities are traded on The Tel-Aviv Stock Exchange Ltd. (in this Plan: "THE TASE"). The American Depositary Shares (ADS) of the Company are traded in the U.S.A. by means of the Nasdaq National Market (in this Plan "NASDAQ").

The Options offered to employees in accordance with this Plan will not be registered for trade on any stock exchange. The Shares that shall result from the exercise of the Options offered to employees in accordance with this Plan will be registered for trade on the TASE like the existing shares of the paid up share capital of the Company; and may be converted to ADS traded on NASDAQ in accordance with the rules applicable there.

2. PERMITS AND APPROVALS

The Company has received from the Israel Securities Authority an exemption from the provisions of The Securities Law - 1968 with regard to the offer of securities to employees of the Company in Israel, because the Rules as to the allotment of shares on NASDAQ apply on the Company.

The Company shall apply to the TASE in order to obtain the TASE's approval to register for trade on the TASE the shares to be allotted upon exercise of the Options (hereinafter "TASE APPROVAL").

CHAPTER B - THE OFFER TO ENTITLED EMPLOYEES

3. THE EMPLOYEES' OPTION PLAN

The objects of the Option Plan are participation of the employees in the success of the Company and the creation of an incentive for the employees to contribute to the success of the Company that expresses itself, inter alia, in the price at which the shares of the Company are traded on the TASE. The Plan is also intended to give an incentive to the employees to tie their future with the future of the Company for several years, thus enabling the Company to rely on skilled professional manpower of its employees for an extended period, while encouraging an aspiration for excellence and rewarding its employees for investing effort and ability in their work for the Company. The Plan constitutes an additional element in the existing rewards system. The Plan is intended for employees who are in the full time employ of the Company and/or its subsidiaries.

4. THE SECURITIES OFFERED TO THE EMPLOYEES

- (a) On May 9, 2006, the Board of Directors of the Company decided to approve an Option Plan in accordance with which up to 1,100,000 Options may from time to time be allotted to employees of the Company and of its subsidiaries without consideration.
- (b) the same meeting the Board of Directors of the company decided to allot without consideration pursuant to the Plan, out of the total quantity of Options available for allotment pursuant thereto, 668,652 Options to employees of the Company and of its subsidiaries whose identity and the quantity to be allocated to each of them were determined in the resolution (hereinafter in this Plan collectively referred to as "THE ENTITLED EMPLOYEES" or "THE OFFER RECIPIENTS"). The Entitled Employees do not include interested parties by virtue of their shareholdings in the Company or employees who will become interested parties as a result of the

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exercise of all the non-negotiable Options held by them and which are offered to them in accordance with this Plan.

- (c) The number of Options to which each of the Entitled Employees shall be entitled to, was determined by the Board of Directors of the Company in accordance with the potential of his future contribution to the Company, his seniority, his management responsibility and/or his professionalism and professional excellence.
- (1) With regard to 10 senior employees (hereinafter "THE SENIOR EMPLOYEES"), the Board decided that their entitlement to part of the Options allotted to them will vest - pursuant to the provisions of section 5(a) (4) hereafter, only if the profit of the Company (before tax) in 2007 as shown in the audited Financial Statements of the Company for that year (after deduction of non-recurrent capital gains) will be not less than 27.5 million US Dollars. (These Options will hereafter be named "THE 2007 RESULTS CONDITIONED OPTIONS"). For the removal of doubt it is clarified that if the profits of the Company in 2007 as aforesaid, are not less than the said amount, the Senior Employees will be entitled to the entire quantity of the 2007 Results Conditioned Options (pursuant to the provisions of section 5(a) (4) hereafter), and if the profits of the Company in 2007 are less than the said amount, the Senior Employees will be not be entitled to any of the 2007 Results Conditioned Options.
- (2) With regard to 9 employees from the Senior Employees, the Board decided that their entitlement to another part of the Options allotted to them will vest - pursuant to the provisions of section 5(a) (5) hereafter, only if the profit of the Company (before tax) in 2008 as shown in the audited Financial Statements of the Company for that year (after deduction of non-recurrent capital gains) will be not less than 32.5 million US Dollars. (These Options will hereafter be named "THE 2008 RESULTS CONDITIONED OPTIONS"). For the removal of doubt it is clarified that if the profits of the Company in 2008 as aforesaid, are not less than the said amount, the Senior Employees will be entitled to the entire quantity of the 2008 Results Conditioned Options (pursuant to the provisions of section 5(a) (5) hereafter), and if the profits of the Company in 2008 are less than the said amount, the Senior Employees will be not be entitled to any of the 2008 Results Conditioned Options
- (d) The balance of the Options not yet allotted pursuant to the resolution of the Board (431,348 Options) to particular employees (which Options will also be held by the Trustee), are reserved from time to time in accordance with the principles of the Plan, to existing and/or future employees, who, at the time of the allotment or as a result thereof, do not hold 5% or more of the issued share capital of the Company. The identity of the employees and the number of Options to be allotted to such employees will be determined by the Board of Directors of the Company, in accordance with the recommendation of the CEO. The determining price for the purpose of determining the exercise price of the said Options will be as determined by the Board of Directors. The dates for exercise by such employees and the periods for exercise will be reckoned from the date of allotment of the Options to the employee.
- (e) The Options may be exercised for Ordinary Shares of the Company of NIS 1 par value each ("THE EXERCISE SHARES"), in such manner that each Option may be exercised for one (1) Ordinary Share of NIS 1 par value each, pursuant to the exercise terms set out in this Plan, except if otherwise determined by the Board of Directors.

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- (f) The Options are not transferable by the Entitled Employees, and will not be registered for trade on any Stock Exchange.

CHAPTER 3 - DETAILS OF THE OFFER

5. (a) GRANT OF THE OPTIONS

- (1) The Company will allot to ISOP Trust Company (hereinafter "THE TRUSTEE"), 1,100,000 Options for the Entitled Employees, within sixty (60) days of receipt of the TASE approval and of receipt of other approvals required for the Plan by Law, but in no event less than thirty (30) days from the delivery of a notice to the Tax Commissioner (hereinafter "THE DATE OF ALLOTMENT"). The Trustee will hold the Options and will deal with them as follows.
- (2) Subject to the other provisions of the Plan detailed hereafter and subject to the blocking period of employees to whom the Israel tax law is applicable as set out in section 16 hereafter, the right of an Employee to exercise the Options allotted to him (with the exception of those Employees which will be subject to the provisions of sub-section (3) below; the 2007 Results Conditioned Options and the 2008 Results Conditioned Options to the extent that the Employee has any such Options and in respect of which the provisions of sub-section (4) or (5) below are applicable) will vest as follows: one quarter of the Options to which he is entitled as above will vest and may be exercised at the end of one year from the Date of Allotment ("THE FIRST PORTION" and "THE FIRST PORTION ENTITLEMENT DATE"); the second quarter of the Options to which he is entitled as above will vest and may be exercised by the Employee at the end of two years from the Date of Allotment ("THE SECOND PORTION" and "THE SECOND PORTION ENTITLEMENT DATE"); the third quarter of the Options to which he is entitled as aforesaid will vest and may be exercised at the end of three years from the Date of Allotment ("THE THIRD PORTION" and "THE THIRD PORTION ENTITLEMENT DATE"); while the fourth quarter of the Options to which he is entitled as aforesaid will vest and may be exercised at the end of four years from the Date of Allotment ("THE FOURTH PORTION" and "THE FOURTH PORTION ENTITLEMENT DATE").
- (3) Subject to the other provisions of the Plan detailed hereafter and subject to the blocking period of employees to whom the Israel tax law is applicable as set out in section 16 hereafter, the right of some Employees [16 Employees which are entitled to 10,000 Options or more, each (with the exception of the 2007 Results Conditioned Options and the 2008 Results Conditioned Options to the extent that the Employee has any such Options and in respect of which the provisions of sub-section (4) or (5) below are applicable) to exercise the Options allotted to him will vest as follows: one third of the Options to which he is entitled as above will vest and may be exercised at the end of two years from the Date of Allotment ("THE FIRST THIRD" and "THE FIRST THIRD ENTITLEMENT DATE"); the second third of the Options to which he is entitled as above will vest and may be exercised by the Employee at the end of three years from the Date of Allotment ("THE SECOND THIRD" and "THE SECOND THIRD ENTITLEMENT DATE"); while the last third of the Options to which he is entitled as aforesaid will vest and may be exercised at the end of four years from the Date of Allotment ("THE LAST THIRD" and "THE LAST THIRD ENTITLEMENT DATE").
- (4) Subject to the other provisions of the Plan detailed hereafter and subject to the blocking period of employees to whom the Israel tax law is applicable as set out in section 16 hereafter, the right of any Senior Employee to exercise the 2007 Results Conditioned Options allotted to him will vest at the end of two years from the Date of Allotment ("THE 2007 OPTIONS ENTITLEMENT DATE) and shall be exercisable in 2 portions as set out in sub-section 5(b)(3) below. For removal of doubt it is clarified



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- that if it should transpire that the trade results of the company for 2007 (in accordance with the audited Financial statements of the Company) do not entitle the senior Employees to the 2007 Results Conditioned Options allotted to the Trustee on for them [namely, if the profits of the Company (before tax with deduction of non-recurrent capital gains) is less than 27.5 million US Dollars], such Options will expire and will not confer on those Employees any rights vis-a-vis the Company. Notwithstanding the aforesaid, if, after publication of the audited Financial Statements of the Company for 2007, the accountants of the Company should amend the Financial Statements in such manner as may change the profits of the Company (whether upwards or downwards), the entitlement of the Senior Employees to the 2007 Results Conditioned Options will be fixed in accordance with the figures of the Amended Financial Statements as certified by the accounts of the Company; provided however that the Employees will not be required to return to the Company any shares actually received by them (if any) prior to amendment of the Financial Statements. A decision of the Board of Directors or any committee of the Board as to entitlement of the Senior Employees to the 2007 Results Conditioned Options will be final and not be appealed by the Employees.
- (5) Subject to the other provisions of the Plan detailed hereafter and subject to the Blocking Period of employees to whom the Israel tax law is applicable as set out in section 16 hereafter, the right of any Senior Employee to exercise the 2008 Results Conditioned Options allotted to him will vest at the end of three years from the Date of Allotment ("THE 2008 OPTIONS ENTITLEMENT DATE") and shall be exercisable in 2 portions as set out in sub-section 5(b)(4) below. For removal of doubt it is clarified that if it should transpire that the trade results of the company for 2008 (in accordance with the audited Financial statements of the Company) do not entitle the senior Employees to the 2008 Results Conditioned Options allotted to the Trustee on for them [namely, if the profits of the Company (before tax with deduction of non-recurrent capital gains) is less than 32.5 million US Dollars], such Options will expire and will not confer on those Employees any rights vis-a-vis the Company. Notwithstanding the aforesaid, if, after publication of the audited Financial Statements of the Company for 2008, the accountants of the Company should amend the Financial Statements in such manner as may change the profits of the Company (whether upwards or downwards), the entitlement of the Senior Employees to the 2008 Results Conditioned Options will be fixed in accordance with the figures of the Amended Financial Statements as certified by the accounts of the Company; provided however that the Employees will not be required to return to the Company any shares actually received by them (if any) prior to amendment of the Financial Statements. A decision of the Board of Directors or any committee of the Board as to entitlement of the Senior Employees to the 2008 Results Conditioned Options will be final and not be appealed by the Employees.
- (6) Notwithstanding the aforesaid in sub-sections (2) (3) (4) and (5) above but subject to the provisions of section 16 hereafter, the Board of directors is entitled to determine that the vesting period for entitlement of any Employee to the Options allotted to him will be less than the vesting period as fixed above and/or to allot to him options in a lesser quantity of portions.
- (7) The Options may be exercised by the Employee, on the relevant dates as in sub-section (b) above, only if on the date of entitlement to the relevant portion as provided in section 5(a) (2); 5(a) (3) ; 5(a) (4) or 5 (a)(5) above, as the case may be, he was an employee of the Company. If the Employee was not employed by the Company on the date of entitlement to such portion, the Options of such portion and subsequent portions (including the 2007 Results Conditioned Options and the 2007 Results Conditioned Options) will be void and will not confer any right vis-a-vis the Company.

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(b) PERIODS AND CONDITIONS FOR EXERCISE OF THE OPTIONS

- (1) After vesting of entitlement as in provided in section 5(a) (2) above and subject to the other provisions of the Plan, the said Options may be exercised, at any time, as per the decision of the Offer Recipient, in whole or in part, as follows:
    - (a) The First Portion - during four years commencing on the Date of Entitlement to the First Portion.
    - (b) The Second Portion - during three years commencing on the Date of Entitlement to the Second Portion.
    - (c) The Third Portion - during three years commencing on the Date of Entitlement to the Third Portion.
    - (d) The Fourth Portion - during three years commencing on the Date of Entitlement to the Fourth Portion.
  - (2) After vesting of entitlement as in provided in section 5(a) (3) above and subject to the other provisions of the Plan, the said Options may be exercised, at any time, as per the decision of the Offer Recipient, in whole or in part, as follows:
    - (a) The First Third - during four years commencing on the Date of Entitlement to the First Portion.
    - (b) The Second Third - during three years commencing on the Date of Entitlement to the Second Third.
    - (c) The Last Third - during three years commencing on the Date of Entitlement to the Third Portion.
  - (3) After vesting of entitlement as in provided in section 5(a) (4) above and subject to the other provisions of the Plan, the 2007 Results Conditioned Options may be exercised, at any time, as per the decision of the Offer Recipient, in whole or in part, as follows:
    - (a) The First Half - during three years commencing on the 2007 Options Entitlement Date.
    - (b) The Second Half - during three years commencing after one year from the 2007 Options Entitlement Date.
  - (4) After vesting of entitlement as in provided in section 5(a) (5) above and subject to the other provisions of the Plan, the 2008 Results Conditioned Options may be exercised, at any time, as per the decision of the Offer Recipient, in whole or in part, as follows:
    - (a) The First Half - during three years commencing on the 2008 Options Entitlement Date.
    - (b) The Second Half - during three years commencing after one year from the 2008 Options Entitlement Date.
- (The above periods in sections (1), (2) (3) and (4) are referred to in this Plan as "THE EXERCISE PERIOD")

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- (5) Notwithstanding the aforesaid, the following conditions shall apply to the exercise of the Options:
- (a) The Options may be exercised provided that at the time of entitlement to those Options [as detailed in section 5(a)(2); 5(a)(3); 5(a)(4) or 5(a)(5) above], the Employee will be employed by the Company and that during the period up to that time the Employee has not terminated his employment in the Company and/or has not given notice of termination of his employment in the Company and/or has not received notice of termination of his employment by the Company. For the sake of caution it is hereby clarified that such an Employee, whose entitlement to any Portion vested previously, will be entitled to exercise those Options even if at the actual time of exercise he is not employed by the Company, provided, however, that such Employee which will cease to be employed by the Company for any reason whatsoever, shall be entitled to exercise the Options vested prior to the termination of his employment - if not previously expired - within the later of (1) 60 days after the date of termination of employment or (2) 60 days after the expiration of the Blocking Period, as hereinafter defined, but in any event not later than the relevant Exercise Period. Notwithstanding the above, a Senior Employee which was granted 2007 Results Conditioned Options or 2008 Results Conditioned Options, which will cease to be employed by the Company after the 2007 Option Entitlement Date or after the 2008 Option Entitlement Date but before the commencement of the Exercise period for the second half of such Conditioned Options, shall be entitled to exercise the said Options which the Exercise Period thereof commenced after the termination of employment - if not previously expired - within 60 days after the commencement of the Exercise Period for those Options. An Option which the Employee is not entitled to exercise pursuant to the provisions of this sub-section will expire and will be void and will not confer upon the Offer Recipient any right whatsoever.
- (b) Notwithstanding the aforesaid in sub-section (a) above, in the event of the death of the Offer Recipient, or in the event of his retirement at age 65 onwards, or in the event of retirement for reasons of disability, the Offer Recipient or his legal successor, as the case may be, shall be entitled to exercise the entire balance of the Options allotted to him, including Options the date of entitlement of which has not yet arrived, in part or in whole - on the exercise dates fixed in the Plan and in accordance with the provisions of the Plan. The Company shall be entitled to require from the successors legal documentation confirming their rights in the estate of the Offer Recipient, a written undertaking from the successor in title to accept all the provisions of the Plan and any other document required by the Company as proof of the entitlement of the successors and so to ensure compliance with the terms of the Plan by said successors.
- (c) Notwithstanding the aforesaid in sub-section (a) above, in exceptional cases, taking into consideration the circumstances of each case, the Board of Directors of the Company may, upon recommendation of the CEO, permit an employee subject to section 16 hereafter to exercise Options in a quantity that exceeds the amount to which he is entitled in accordance sub-section (a) above, but in no event more than the quantity of Options allotted to the employee.

For the purposes of this section - the expression "COMPANY" [excluding for purposes of sub-section (c)] includes also a subsidiary of the Company and the expression "DISABILITY" shall be deemed to mean inability of the

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employee to engage in his duties as a result of injury and/or illness for a period of at least six months.

- (6) The offer to the employees in accordance with this Plan or any offer to employees who may become entitled in the future shall not be construed as imposing upon the Company an obligation to continue to employ the employee and/or as limiting the Company from terminating the employment of the employee and/or as conferring upon the employee the right to continue to be employed by the Company.
- (7) The Board of Directors of the Company may use existing Options allotted to the Trustee, which entitlement of an employee thereto has become void as mentioned in section 5(a) (7) above or for any other reason, for the purpose of their re-allocation to other employees in accordance with the principles of this Plan, in an amount equal to the amount of Options the entitlement of exercise of which have become void. The determining price for the purpose of exercise of such Options shall be as fixed by the Board (in accordance with approval by the tax authorities for re-use of such options, if such approval is requisite). The dates for exercise by such employees and the Exercise Periods shall be counted starting on the new date of allotment of the Options.

(c) OPTION PRICE AND EXERCISE PRICE

- (1) The Options will be allotted to the Entitled Employees, without consideration.
- (2) The exercise price of each Option (hereinafter "THE EXERCISE PRICE") will be paid to the Company at the time of exercise. The Exercise Price will be fixed by the Board. With regard to 668,652 Options that are the subject of the decision of the Board dated May 9, 2006, the Board decided that the Exercise Price of each Option will be [8.43] US Dollars, as detailed in such decision (The Price of Delta's shares on TASE at the closing of May 11, 2006 converted to U.S. dollars based on the exchange rate of the U.S. dollar published by the Bank of Israel on that date). The time of exercise will be the date on which a notice in writing of the Option holder of his desire to exercise the Option, subject to payment of the Exercise Price, arrives to the Company ("THE EXERCISE DATE" and "THE EXERCISE NOTICE"), provided that the Exercise Notice shall be delivered to the Company during the Exercise Period. The Options may be exercised in portions (starting from the termination of the blocking period) and in such case the provisions of this section will be applicable subject to the necessary changes.

(d) REGISTRATION FOR TRADE OF THE EXERCISE SHARES

Registration of the Exercise Shares on the TASE will be made shortly after the allotment thereof by the Company.

(e) RIGHTS OF THE EXERCISE SHARES

The Exercise Shares will be equal in rights to the existing shares of the same class in the capital of the Company (Ordinary Shares of NIS 1 par value each), for all intents and purposes. The said shares will be entitled to any dividend or other bonus the Record Date for the receipt of which is on the Exercise Date or thereafter. For the removal of doubt it is clarified that for so long as the Options have not been exercised, the holders thereof will not be entitled to a dividend distributed to shareholders, if any, at any time prior to exercise.

6. NOTICES TO ENTITLED EMPLOYEES

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- (a) Following the decision of the Board, the Company shall give each of the Entitled Employees a notice in writing as to the number of Options that he is entitled to receive within the framework of this Plan and as to the Exercise Price. If at the time of the decision of the Board there have not been received all of the approvals required for allotment (including approvals of the tax authorities), the Company will notify the employees accordingly. The Company shall furnish the Plan to each employee in Israel entitled to options under the Plan, or alternatively will make the Plan available for perusal in every work place at which Employees of the Company in Israel are employed in a sufficient quantity that will enable every interested employee to peruse the Plan. After filing S-8 Form with the SEC, the Company will furnish each employee in Israel entitled to Options under the Plan, the S-8 Form, and will also furnish each employee who so desires all Appendices to S-8 Form, including any document to which reference is made directly or indirectly in S-8 Form, including appendices thereto. Alternatively the Company will make the S-8 Form available for perusal in every work place where employees of the Company in Israel entitled to Options are employed, in a sufficient quantity that will enable every employee interested to peruse the same, and will also provide the rest of the appendices to S-8 Form to any employee who might be interested. The Company will arrange for translation in Hebrew of the S-8 Form, if required.
- (b) (1) Within 30 days after approval by the board of the audited Financial Statements of the Company for 2007, the Company will notify the Trustee whether or not the Senior Employees to whom 2007 Result Conditioned Options were allotted are entitled to receive those Options, subject to the provisions of this Plan generally and the provisions of section 5(a) (4) above in particular.
- (2) Within 30 days after approval by the board of the audited Financial Statements of the Company for 2008, the Company will notify the Trustee whether or not the Senior Employees to whom 2008 Result Conditioned Options were allotted are entitled to receive those Options, subject to the provisions of this Plan generally and the provisions of section 5(a) (5) above in particular.
- (c) Each of the Entitled Employees will be required to sign an undertaking (hereinafter "THE UNDERTAKING") which will include the following main provisions: (i) a declaration of the employee as to his agreement to accept the Options offered to him and his agreement to all the provisions of this Plan, including but without derogating from the generality of the foregoing, his agreement to bear the cost of all tax liabilities and other compulsory payments that will ensue from the offer and allotment of the Options, the exercise thereof or sale of the Exercise Shares; (ii) the employee's undertaking to comply with the provisions of Israeli and US law regarding the prohibition of use of insider information of the Company; (iii) an undertaking of the employee to comply with the provisions of section 102 of The Income Tax (New Version) Ordinance 1961, as it may from time to time be amended, including regulations and/or rules and/or decisions and/or any other provisions issued or which may be issued by virtue thereof (hereinafter "THE INCOME TAX ORDINANCE" and "SECTION 102", as the case may be) including Income Tax rules (Tax Concessions for Allotment of Shares to Employees) - 2003 (hereinafter "THE RULES" or "INCOME TAX RULES") and if he is not an Israeli employee, all relevant tax provisions applicable to him; (iv) an undertaking of the employee not to sell and not to remove from the trust the Exercised Shares before the end of the Blocking Period (if such exists). (v) An undertaking of the employee to comply with the procedure for exercise of the Options and sale of the Exercise Shares, as shall be agreed between the Company and the Trustee, and any additional provision of the trust agreement entered into between the Company and the Trustee.
- (d) The right to receive the Option Warrants is granted to Entitled Employees personally and may not be transferred and/or assigned and/or waived in favor of any other person, including other Entitled Employees. Under the terms of the Plan no person, except for the

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Entitled Employee, shall have any rights whatsoever with regard to the Options allotted to the Entitled Employee under the Plan.

7. EXERCISE OF THE OPTION WARRANTS

- (a) If an employee wishes to exercise Options to which he entitled in accordance with this Plan, the employee shall submit to the Trustee, by means of the Company, an Exercise Application in a form to be determined by the Trustee and which may be obtained at the offices of the Company during the Exercise Period. The employee shall state in the Exercise Application how many Options that he wishes to exercise and shall also state his choice of one of the following alternatives:
- (1) Exercise and instructions to the Trustee to hold the Exercise Shares for him, in a Trust Account to be opened by the Trustee for the employee;
- (2) Exercise and instructions to the Trustee to sell forthwith the Exercise Shares, in whole or in part, on behalf of the employee as the employee may instruct;
- (3) Exercise and instructions to the Trustee to transfer to the Bank account of the employee the Exercise Shares registered in the name of Bank Leumi LeIsrael Nominee Company Ltd. ("THE NOMINEE COMPANY").
- (b) The Trustee will check with the Company the entitlement of the employee to implementation of the instruction, and provided the Trustee shall receive confirmation in writing from the Company that the employee is indeed entitled to exercise the Options or to exercise the Options and to sell the Exercise Shares or to exercise the Options and to release the Exercise Shares, as the case may be, the Trustee shall act accordingly.
- (c) If the employee chooses the alternative detailed in section 7(a)(1) above, the employee shall furnish the Trustee with a confirmation in writing that the Company has received from the employee the Exercise Price of the Options to which the Exercise Notice relates. The Exercise Shares will be actually allotted in the name of the Trustee and shall registered in the name of the Trustee in the registers of the Company, or alternatively, will be allotted in the name of the Nominee Company and will be deposited in a Trust Account in the name of the Trustee.
- (d) If the employee chooses the alternative stated in section 7(a)(2) above, namely a request to sell the Exercise Shares on his behalf subject to exercise of the Options, the employee shall furnish the Trustee with an instruction to sell the Exercise Shares on the TASE and to transfer to the Company the Exercise Price of the Options to which Exercise Notice relates. The employee shall also instruct the Trustee to deduct the amount of the tax (including National Insurance, Health Tax, and any other compulsory payment, if applicable) and other compulsory payments applicable to the employee in respect of the exercise of the Options and sale of the Shares. The Exercise Shares will in fact be allotted in the name of the Trustee and registered in the name of the Trustee in the registers of the Company or, alternatively, will be allotted in the name of the Nominee Company and transferred to the Trustee, pursuant to the provisions, if any, of the TASE. If the employee gives an Exercise Notice and notice for sale of the Exercise Shares, he will not be entitled to cancel the same if the exercise and/or the sale has been carried out already. If the Trustee receives the consideration for the sale, the Trustee will do as follows with the consideration: (1) Deduct from the consideration for the sale of the Shares the amount of Income Tax due by law and in accordance with certificates of the Income Tax Authorities as well as other compulsory payments applicable to the employee in respect of exercise of the Options and sale of the Shares, in amounts furnished to the Trustee by

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the Company, and the Trustee shall transfer such amounts to the authorities, as the case may be; (2) Deduct the Exercise Price from the consideration for the sale of the Shares, and transfer the same to the Company; (3) Deduct from the consideration for the sale of the Shares the commission due to the Trustee and to the selling broker in accordance with the provisions of the Agreement entered by the Company with the Trustee; (4) Transfer to the bank account of the employee the consideration of the sale, less the amounts specified in sections (1), (2) and (3) above.

- (e) If the employee chooses the alternative detailed in section 7(a)(3) above, namely a request that the Exercise Shares be transferred to him, the employee shall attach to the Exercise Notice, a written confirmation that the Company has received from the employee the exercise Price of the Options exercises, a confirmation of the Tax Commissioner certifying that the employee has paid the amount of Income Tax due from him in respect of the transfer of the Shares as above, pursuant to Section 102 or in accordance with any other law, together with confirmation by the Company that the employee has paid the other compulsory payments applicable to him. Within 15 business days thereafter, the Trustee will transfer the Exercise Shares to the Nominee Company to the credit of the employee, and the Company will apply to the TASE for registration of the said Exercise Shares on the TASE.
- (f) The Company shall be entitled at any time to introduce changes in the exercise procedures and instructions for sale, to the extent required, at the discretion of the Company, in order to facilitate, to render efficient and to improve the exercise procedures, the exercise and the release as well as the exercise and the sale, and to make them better suitable to any changes which may be introduced in the Israeli and/or US laws, as well as in the light of the experience of such matters accumulated in the future by the Company. The Company shall furnish to the Entitled Employees notice of any such change to the extent that the relevant change concerns them. The changes will be made in coordination with the Trustee and subject to the provisions of Section 102 and the Regulations and Rules thereunder to the extent applicable to the relevant Offer Recipients.
- (g) The provisions of this section (and all sub-sections thereof) will apply, with the changes required for sale on NASDAQ of ADSs of the Company that may be allotted to any of the Entitled Employee who may so wish, against the Exercise Shares, by means of a broker to be appointed by the Company and according to the conditions which shall be required at that time in respect of the same, by the broker or as per the conditions applicable to American Depositary Shares on NASDAQ and in accordance with the relevant tax laws which shall be applicable to the exercise and sale of those Options.
- (h) The Ordinary Shares to be allotted upon exercise of the Options shall, as from the date of their allotment, be equal in all rights for all intents and purposes to the existing Ordinary Shares in the share capital of the Company, and inter alia will entitle the holder to full rights to distribution of dividends or other bonus, the Record Date for the distribution of which (ex date) occurs on the Exercise Date or thereafter.

#### ADMINISTRATION OF PLAN

- 8. (a) Subject to provisions of law, the Board of Directors of the Company is authorized, at its absolute discretion, to make use of all powers and authorities that the Board deems in order to administer the Plan, including decision as to who will be the Offer Recipients pursuant to the Plan, decision on the number of Options allocated for each Offer Recipient and the Exercise Price of the Options.
- (b) The Board or a committee appointed by the Board, is authorized, subject to provisions of law, to fix the time or times for allotment of the Options and any provisions or conditions in accordance with which the options will be allocated, in

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addition to those listed in the Plan; to take any steps or action required or desirable for administration and implementation of the Plan; to interpret any provision of the Plan and to carry out any act required as a result of such interpretation, including expedition of the dates upon which the Options may be exercised, and if necessary to interpret and instruct as to how any provision of the Plan should be carried out.

9. Notwithstanding the aforesaid in section 8 above, any interpretation, decision or act of the Board or committee appointed by the Board, must not contradict the provisions of section 102 and no waiver or amendment of the provisions of this Plan will prejudice in a material manner the rights of the Offer Recipients in respect of the Options granted to them pursuant to the Plan, without prior consent of such Offer Recipients.

CHAPTER 4 - PROTECTION OF OPTION HOLDERS DURING THE PERIOD OF THE PLAN

10. ADJUSTMENTS IN RESPECT OF DISTRIBUTION OF BONUS SHARES DURING THE PERIOD OF THE PLAN

- (a) If the Company distributes bonus shares and the Record Date for distribution of the same (hereinafter "THE BONUS DATE") shall occur after the date of allotment to the employee but prior to the Exercise Date, the Exercise Price of each Option will not be altered, but the number of Shares that the Option holder will be entitled to receive on the Exercise Date will be increased by the number of Shares to which the Option holder would have been entitled to as Bonus Shares had he exercised the Option prior to the Bonus Date.
- (b) Adjustments in respect of distribution of Bonus Shares pursuant to the provisions of this section will also be made in respect of Options included in the Plan, even if they shall be allocated after to the Bonus Date.
- (c) The Exercise Price of each Option will not change as a result of the increase of the number of Exercise Shares that the Option holder is entitled to, as aforesaid in this section. The provisions relating to the Exercise Shares will also apply to the Shares which shall be added to the Exercise Shares, subject to the necessary changes.
- (d) In the event of adjustments in accordance with this section, the employee will not be entitled to receive a fraction of a whole Share.
- (e) The number of Exercise Shares to which a holder of an Option Warrant shall be entitled will only be adjusted in the event of the distribution of Bonus Shares as aforesaid, but not in the event of other allotments of securities (including allotments to interested parties). For the avoidance of doubt, it is clarified that the Exercise Price will not be altered even in the event of distribution of Dividends by the Company before the Date of Exercise.
- (f) The Bonus Shares will be allotted to the Trustee, and the provisions of the Plan and of the Trust Agreement which apply with respect to Shares ensuing from exercise of the Options.

11. PROVISIONS REGARDING ISSUE OF RIGHTS DURING THE PERIOD OF THE PLAN

- (a) In the event of issue of rights by the Company to its Shareholders, each one of the Offer Recipients will be offered identical rights in the same amounts to those which would have been offered to the holder of Options not yet exercised, as though he had exercised his Options prior to the Record Date, on the date of exercise of the Options. The payment to be effected for utilization of the rights, in the event that utilization should be subject to any payment whatsoever, will be paid on the date of exercise of the Options, linked to the Representative Rate of Exchange of the US Dollar to the Representative Rate of Exchange on the date determined at the time of the allotment as the final date for utilization of the rights by Shareholders ("THE ORIGINAL DATE FOR UTILIZATION OF RIGHTS")



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up to the Representative Rate of Exchange of the US Dollar last published prior to the date of exercise of the Options ("RIGHTS UTILIZATION PRICE").

- (b) In the event of a issue of rights by the Company to its Shareholders, in the framework of which convertible securities are issued, the final date for realization or conversion of which falls before the final date for exercise of the Options not yet exercised ("THE CONVERTIBLE SECURITIES"), each of the Offer Recipients will be entitled - subject to section 13 hereafter - to utilize the rights offered to him in the said issue even before the exercise of the Options allocated to him in accordance with the Plan but not later than the final utilization date of the Convertible Securities issued, in such manner, on such dates and on such other terms which were set for that purpose in respect of Shareholders of the Company in the Prospectus of the rights issue, provided that if the rights of the issue include different classes of securities ("UNITS"), the Offer Recipient will be obligated to utilize the rights in respect of the Units in their entirety and to pay the full price for utilization of those rights.
- (c) The Company will include this undertaking at the time of the issue of the Convertible Securities, so that the number of securities the registration of which will be applied for will include the quantity of securities to which the Offer Recipient will be entitled to in accordance with this section.
- (d) The Company's Accountant will certify the amount offered by the Company that each of the Offer Recipients is entitled to receive and the amounts to be paid by him as provided above in this section.
- (e) Adjustments in respect of the issue of rights in accordance with the provisions of this section will also be made in respect of Options included in the Plan that shall be allocated after the issue date.

12. In the event of distribution of rights, including Bonus Shares, ensuing from the allotted Options, all the additional rights shall be allocated to the Trustee in favor of the Offer Recipients and shall be held by the Trustee until the end of the original blocking period of the Options in connection with which the rights were allocated and the tax path terms shall apply to those additional rights.

13. ADDITIONAL PROVISIONS FOR PROTECTION OF THE OPTION HOLDERS

- (a) The right of the Offer Recipients to securities of the Company in the event of distribution of Bonus Shares and/or rights issue, as set out in sections 11 and 12 above, will be reserved until the Exercise Date of the Options and will be implemented only on the Exercise Date; namely - only upon exercise of the Options, in whole or in part, by the Offer Recipient, will the Offer Recipient be entitled to receive or to purchase, as the case may be, the securities to which he was entitled as a result of the distribution of Bonus Shares or the rights issue, as the case may be, in respect of the given number of Exercise Shares actually exercised at any given times.
- (b) To ensure the rights of the Offer Recipient as aforesaid in this section, the Company will set aside a sufficient amount of securities its registered share capital to enable all Offer Recipients to exercise their rights as aforesaid.

14. As from the date of the Plan, and for as long as the Options have not been exercised, but in any event not later than the termination of the Exercise Period of such Options, the following provisions will apply to the holders of Option Warrants:

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- (a) The Company will reserve a sufficient number of Shares in its registered share capital, to secure the right of exercise of the Options including the right to Bonus Shares (if they should be distributed) and, if need be, the Company will increase its registered share capital.
- (b) The Company shall refrain from distribution of Bonus Shares which might cause a lowering of the price of one Option Share to less than its par value.
- (c) The Company will not alter the rights attached to the Ordinary Shares of NIS 1 par value and will not issue Shares of a new class are entitled to participate in the surplus assets in the event of winding up, except with the approval by Special Resolution of the Option Warrants holders.
- (d) In the event of adoption of a resolution for the voluntary winding up of the Company, the Company will give written notice to all Option holders of Option Warrants regarding the adoption of such resolution. In that event, every Option holder will be entitled, within 30 days of the date of the notice, to notify the Company in writing of his desire to be regarded as having utilized his right of exercise prior to adoption of the resolution. In such event, and after payment of the Exercise Price, the holder shall be entitled to participate in an amount equal to the sum he would have received upon the winding up of the Company as holder of the Shares resulting from exercise of the Option Warrants held by him prior to the adoption of the resolution to wind up, should any balance remain for distribution.
- (e) In the event that there shall be any change in the par value of Shares of the Company of the same class as the Exercise Shares, such changes will also apply mutatis mutandis to the Exercise Shares; however, the holder of an Option Warrant will not be entitled to receive part of a Share. All part of Shares that may ensue as a result of any such act will be sold by the Company on the TASE during a period of one month from the date of such allotment after the surpluses accumulate to whole shares of NIS 1 par value each in a quantity suitable for trade on the TASE. The net proceeds, less sales expenses, commissions and other levies, will be paid to those entitled within 15 days of the date of sale.
- (f) Should the Company be a party to an agreement or arrangement for Share exchange (such as a merger or reorganization) (hereinafter "THE EXCHANGE DEAL") under which the holders of the Ordinary Shares of the Company are offered the exchange of those Shares for Shares of some other company, the Company shall have the right to obligate all of its employees who have not yet exercised the Option Warrants held by them or for them, to accept Options which may exercised for Shares of the other Company, instead of the Options of the Company held by them, mutatis mutandis to the exchange ratio set for all Shareholders of the Company, provided that the total Exercise Price in respect of all substitute Options which shall be allotted will be equal to the total Exercise Price in respect of all such Options held by or on behalf of the employee which have not yet been exercised, and further provided that the employee will not be prejudiced in any manner in all matters relating to the periods for exercise determined in this Plan, subject to approval by the Income Tax Authorities regarding continuous blocking period.

15. TAX ASPECTS AND COMPULSORY PAYMENTS

- (a) Any tax liabilities, including Income Tax, National Insurance, Health Tax and any other compulsory payment applicable to an employee in respect of the receipt of the Option Warrants, their exercise and sale of the Exercise Shares, will be borne in full by the employees who received the Option Warrants. The Company will not bear the burden of the tax, if so imposed on said employees, in respect of the Offer to the employees, either by way of grossing up or in any other manner.

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- (b) The Company will notify the Tax Authorities of the adoption of the Plan, to the extent that the Plan relates to employees who are subject to Israeli tax law, within the framework of section 102 of The Income Tax Ordinance (New Version). The Options to which this Plan relates (including Options offered to employees who are not subject to the Israeli tax laws) will be deposited with the Trustee.

#### TAXATION AND BLOCKING PERIOD

16. The Blocking Period of the Options and of the Option Shares (hereinafter "THE BLOCKING PERIOD") shall be 24 months from the date of the allotment to the Trustee on behalf of the Offer Recipient, or such other period that may be determined by the Israel Tax Authorities in accordance with the provisions of the capital gains track by means of a trustee.
17. Pursuant to the terms of section 102 and the Rules, an Offer Recipient may not receive from the Trustee, sell or perform any act with the Exercise Shares before the end of the Blocking Period. If an Offer Recipient should sell or transfer from the Trustee the Exercise Shares before the end of the Blocking Period (hereinafter "BREACH"), the Offer Recipient must pay all the required taxes due to breach of section 7 of the Rules. Without derogating from the generality of the above, should the employer be required to effect any payment whatsoever to the National Insurance due to breach of the Blocking Period by the Offer Recipient shall indemnify the Company in respect of such payment.
18. The Company, at its exclusive discretion, shall choose which tax track will the Options be allotted and shall inform the Offer Recipient by which track the Options have been allotted. As long as the Company did not notify the Employee otherwise, the track which the Company chose for the Allotment of options by this Plan, is the Capital gain track by means of a trustee. For the sake of caution, it is hereby clarified that the Company is entitled, provided if permitted by law, to alter its choice and all the Options allotted after alteration of the choice, shall be subject to the new tax stream, and the Offer Recipient will not will not have any contention whatsoever resulting from the change of choice. It is also clarified that also in accordance with the capital gains taxation by means of a trustee stream, the employee may be liable for income tax at the ordinary rates in respect of differences, if any, between the Exercise Price fixed by the Board and the average price of the shares during the 30 trading days prior to allotment of the Options to the Trustee.
19. The Blocking Period, if any, is in addition to the Rights Crystallization Period specified in section 5 above. The Blocking Period and the Rights Crystallization Period can overlap one another, but neither can be a substitute the other, and each constitutes an independent condition for the Options allotted.
20. TAX WITHHOLDING AT SOURCE  
Whenever payment shall required from an Offer Recipient or from the Company or from the subsidiary company by means of tax withholding at source in connection with the Options allotted to an Offer Recipient or in connection with the Exercise Shares, the Company or the subsidiary company shall be entitled to demand from the Offer Recipient a sum sufficient to cover any such requirement for tax withholding at source. In any event when Shares or any other non-cash asset are transferred following the exercise of Options, the Company or the subsidiary company shall have the right to demand that the Offer Recipient transfer a sum of money sufficient to satisfy the requirement of any tax withholding at source, and if that amount should not be transferred at that time, the Company or the subsidiary company shall have the right to hold or to offset (by law) the Shares or any other asset as mentioned above up to the amount due for such taxes until the transfer of the said payment by the Offer Recipient.

Before payment of the tax applicable as set out in section 7 of the Rules, it shall not be possible to sell, transfer, pledge, mortgage or institute any other voluntary pledge on the Options or Exercise Shares, and there shall not be issued in their respect any power of attorney or

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conveyance, whether effective immediately or whether effective at a future date, except for transfer under a testament or by law as mentioned above. Should the Options or Exercise Shares be transferred under a testament or by law as aforementioned, the conditions of section 102 of the General Instructions shall apply to the successors or transferees of the Offer Recipient.

21. The above provisions of this Plan relate to the laws of the State of Israel in force at the date of the Plan in respect of employees who are subject to Israeli law. The provisions of the law regarding compulsory payments and tax aspects in respect of Option Warrants allotted pursuant to this Plan may change from time to time. The provisions of the law regarding compulsory payments and tax levies in respect of the Option Warrants paid to employees to whom Israeli tax laws do not apply, are not described in this document, and each one of the Entitled Employees should check the tax laws which apply to him, accordingly.

THE ABOVE DOES NOT PRETEND TO BE AN AUTHORIZED INTERPRETATION OF THE PROVISIONS OF THE LAW MENTIONED ABOVE NOR AN OVERALL DESCRIPTION OF ALL PROVISIONS OF THE LAW CONCERNING THE TAXES WHICH MIGHT APPLY WITH REGARD TO THE OPTION WARRANTS OFFERED TO THE EMPLOYEES, AND SHOULD NOT BE DEEMED PROFESSIONAL LEGAL ADVICE ON THE SUBJECT. AS CUSTOMARY WITH INVESTMENT DECISIONS, ANY EMPLOYEE ENTITLED TO RECEIVE OPTION WARRANTS WHO DECIDES TO EXERCISE THEM SHOULD TAKE INTO ACCOUNT THE VARIOUS TAX ASPECTS AND THE TAX IMPLICATIONS OF HIS INVESTMENT. THE EMPLOYEE SHOULD SEEK PROFESSIONAL ADVICE, INCLUDING LEGAL AND TAX CONSULTANTS, TAKING INTO ACCOUNT HIS SPECIAL CHARACTERISTICS AND THE LAWS APPLICABLE TO HIM.

22. GENERAL

- (a) The expenses required for purposes of management and implementation of this Plan (including Stamp Duty, as shall apply) shall be borne by the Company. The Company shall be entitled to use the consideration it shall receive as a consequence of realization of the Options for its general needs and for its current activities.
- (b) This Plan and all attached documents, which have been delivered and/or which have been signed by the Company or by its subsidiaries in connection with the Plan, shall be interpreted under the Laws of the State of Israel. This Plan shall be subject, to the extent it relates to Offer Recipients which are subject to the Israeli Law, to Section 102 and to any other written confirmation to be issued by the Israeli Tax authorities. The above does not derogate from the contents of tax laws applicable to the Offer Recipients (in the event that there are laws applicable to the Participants that are not the tax laws of the State of Israel) nor to derogate from the terms of the rules applicable to companies whose shares are registered for trading on NASDAQ.
- (c) In addition to the blocking period imposed by section 102 of the Income tax [New Version] Ordinance, at the request of the underwriters at the time of a public offer of securities of the Company, the Board or a committee appointed by the Board may decide that the Exercise Shares will be subject to a Lock Up for up to 180 days, or for a longer period, during which the Offer recipients are not permitted to sell their shares.
- (d) It is not obligatory to relate to all Offer recipients in a like manner.
- (e) In the event of a contradiction between the provisions of this Plan and the letter of allocation, the provisions of this Plan will take precedence. In the event of a contradiction between the exercise provisions of this Plan and the exercise provisions fixed in the agreement between the company and the Trustee, the provisions of the agreement with the Trustee will take precedence.

23. VOTING

So long as the Exercise Shares are held by the Trustee in trust for the Offer Recipients, an Offer Recipient will be entitled to vote the Exercise Shares. The Company will send to the Trustee

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notices in respect of General Meetings of the Company and the Trustee will send such notices to every Offer Recipient. An offer recipient who wishes to participate at general Meetings of the company or to exercise his voting right in respect of the Exercise Shares held in trust for him by the Trustee, must request the Trustee in writing at least four days prior to the Meeting or in accordance with the times fixed in the agreement between the Company the Trustee, and the Trustee will send a Power of Attorney empowering participation at the General Meeting and voting in respect of the exercise Shares held in trust for him by the Trustee in conformity with the arrangements of the Company relating to all shareholders.

24. NOTICES

Any notice from the Company to holders of Option Warrants will be given by notice in writing to be delivered to the employee at his place of work or at the notice board at his place of work or at his registered address at the Company.

Filename:

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Type:

EX-8.1

Comment/Description:

Exhibit 8.1

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List of Significant Subsidiaries

Exhibit 8.1

<TABLE>		
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Company	Place of Incorporation	Ownership Interest
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<S>	<C>	<C>
Delta Galil USA Inc.	Delaware, U.S.A.	100%
Burlen Corp.	Georgia, USA	100%
Auburn Hosiery Mills Inc.	Kentucky, USA	100%
Delta Textile (New York) Ltd.	New York, U.S.A.	100%
Delta Galil Europe Ltd.	U.K.	100%
Delta Galil Holland B.V.	Holland	100%
Delta Textile Egypt - Free Zone S.A.E.	Egypt	100%
Century Wear Corporation (WLL)	Jordan	50% (1)
Thai Progress Garment Co. Ltd	Thailand	100%
Delta Textile Marketing Ltd.	Israel	100%
Delta Elastic Tapes Industries, Ltd.	Israel	90%
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(1) Delta Galil effectively controls this joint venture as a result of holding an additional controlling share.

Filename: ex12\_1.txt

Type: EX-12.1

Comment/Description: Exhibit 12.1

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EXHIBIT 12.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Dov Lautman, certify that:

1. I have reviewed this annual report on Form 20-F of Delta Galil Industries Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c. disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company's board of directors (or persons performing the equivalent function):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial data; and



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- b. any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: June 28, 2006

/S/ DOV LAUTMAN

-----  
Dov Lautman  
Chairman of the Board of Directors and Chief Executive Officer

Filename: ex12\_2.txt

Type: EX-12.2

Comment/Description: Exhibit 12.2

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EXHIBIT 12.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Yossi Hajaj, certify that:

1. I have reviewed this annual report on Form 20-F of Delta Galil Industries Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:

- a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- b. evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- c. disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of company's board of directors (or persons performing the equivalent function):

- a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial data; and

<PAGE>

- b. any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: June 28, 2006

/S/ YOSSI HAJAJ

-----  
Yossi Haja  
Chief Financial Officer

Filename: ex13\_1.txt

Type: EX-13.1

Comment/Description: Exhibit 13.1

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Exhibit 13.1

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Delta Galil Industries Ltd. (the "Company") on Form 20-F for the period ending December 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies that to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 28, 2006

/S/ DOV LAUTMAN

-----  
Dov Lautman  
Chairman of the Board of Directors and Chief Executive Officer

Filename: ex13\_2.txt

Type: EX-13.2

Comment/Description: Exhibit 13.2

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Exhibit 13.2

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Delta Galil Industries Ltd. (the "Company") on Form 20-F for the period ending December 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies that to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.  
Date: June 28, 2006

/S/ YOSSI HAJAJ

-----  
Name: Yossi Hajaj  
Title: Chief Financial Officer



Filename: ex14-1.txt  
Type: EX-14.1  
Comment/Description: Exhibit 14.1

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EXHIBIT 14.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on form S-8 (Nos. 333-12608 ,333-13716 and 333-102247) pertaining to securities offered under the Employee Stock Option Plan of Delta Galil Industries Ltd. of our report dated June 27 , 2006 relating to the Consolidated financial statements of Delta Galil Industries Ltd. on Form 20-F for the year ended December 31, 2005.

Tel-Aviv, Israel  
June 28, 2006

/s/ Kesselman & Kesselman  
Kesselman & Kesselman  
Certified Public Accountant (Isr.)  
A member of PricewaterhouseCoopers  
International Limited

Filename: ex14-2.txt

Type: EX-14.2

Comment/Description: Exhibit 14.2

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EXHIBIT 14.2

[ON BAKER TILLY LETTERHEAD]

Our ref: NDW/129968

2 Bloomsbury Street  
London WC1B 3ST  
Tel: +44 (0)20 7413 5100  
Fax: +44 (0)20 7413 5101  
DX: 1040 London/Chancery Lane  
www.bakertilly.co.uk

The Board of Directors  
Delta Galil Industries Limited  
Textile House  
2 Kaufman Street  
Tel Aviv 68012

12 June 2006

Dear Sirs

DELTA TEXTILES (LONDON) LIMITED  
YEAR ENDED 31 DECEMBER 2005  
CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on form S-8 (Nos. 333-12608 ,333-13716 and 333-102247) pertaining to securities offered under the employee stock option plans of Delta Galil Industries Ltd. of our report dated 10 April 2006 relating to the Consolidated Financial Statements of Delta Textile (London) Limited included in this Annual Report on Form 20-F of Delta Galil Industries Ltd. for the year ended December 31, 2005.

Yours faithfully

/S/ Baker Tilly

BAKER TILLY

**Filename:** ex14-3.txt

**Type:** EX-14.3

**Comment/Description:** Exhibit 14.3

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EXHIBIT 14.3

[ON ERNST & YOUNG LETTERHEAD]

<TABLE>

<CAPTION>

<S>	<C>
ALLIED FOR ACCOUNTING & AUDITING	Phone: + 20 2 336 2000
Ragheb, Hamouda, Istanboull, Tageldeen & El-Kilany	Fax: + 20 2 760 0813
37 El Ahrar Street, Mobica Tower	Cairo.office@eg.ey.com
P.O. Box 97 Dokki, Giza-Egypt	www.ey.com/eyme

</TABLE>

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-12608, 333-13716 and 333-102247) of Delta Galil Industries Ltd. of our report dated 30 March 2006, with respect to the financial statements of Delta Textile Egypt - Free Zone (S.A.E.) for the year ended 31 December 2004, included in the Annual Report (Form 20-F) of Delta Galil Industries Ltd. for the year ended 31 December 2005.

/S/ Allied for Accounting & Auditing  
Allied for Accounting and Auditing  
Member Firm of Ernst & Young Global

Cairo, Egypt  
15 June 2006

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[ON ERNST & YOUNG LETTERHEAD]

<TABLE>  
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P.O. Box 97 Dokki, Giza-Egypt	www.ey.com/eyme

</TABLE>

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-12608, 333-13716 and 333-102247) of Delta Galil Industries Ltd. of our report dated 30 March 2006, with respect to the financial statements of Delta Egypt Sourcing (Limited Liability Company) for the year ended 31 December 2004, included in the Annual Report (Form 20-F) of Delta Galil Industries Ltd. for the year ended 31 December 2005.

/S/ Allied for Accounting & Auditing  
Allied for Accounting and Auditing  
Member Firm of Ernst & Young Global

Cairo, Egypt  
15 June 2006