FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly period ended July 31, 2004

OR

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

For the transition period from ______________________ to ________________________

Commission File Number 0-18183

G-III APPAREL GROUP, LTD.
(Exact name of registrant as specified in its charter)

Delaware	41-1590959
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

512 Seventh Avenue, New York, New York 10018
(Address of Principal Executive Offices) (Zip Code)

(212) 403-0500
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

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 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 [X] No [ ]

Indicate by checkmark if the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act).

Yes [ ] No [X]

As of September 1, 2004 there were 7,181,983 common shares outstanding.

Part I FINANCIAL INFORMATION Page No.

ITEM 1. FINANCIAL STATEMENTS

G-III APPAREL GROUP, LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	JULY 31, 2004 (unaudited)	JANUARY 31, 2004
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 680	$ 16,072
Accounts receivable, net of allowance for doubtful accounts and sales discounts of $6,503 and $8,922, respectively	34,195	19,304
Inventories, net	50,507	28,361
Deferred income taxes	5,895	5,895
Prepaid expenses and other current assets	8,429	2,928
Total current assets	99,706	72,560
PROPERTY, PLANT AND EQUIPMENT, NET	1,770	1,969
DEFERRED INCOME TAXES	1,940	1,940
OTHER ASSETS	3,021	4,227
	$ 106,437	$ 80,696
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Notes payable	$ 21,765	$ 770
Current maturities of obligations under capital leases	37	82
Income taxes payable		1,659
Accounts payable	19,916	6,155
Accrued expenses	5,330	6,506
Total current liabilities	47,048	15,172
LONG-TERM LIABILITIES	247	252
STOCKHOLDERS' EQUITY		
Preferred stock, 1,000,000 shares authorized;		

no shares issued and outstanding		
Common stock - $.01 par value; 20,000,000 shares authorized; 7,414,950 and 7,347,815 shares issued	74	73
Additional paid-in capital	27,672	27,325
Accumulated other comprehensive income	56	47
Retained earnings	32,310	38,797
	60,112	66,242
Treasury stock - 244,817 shares at cost	(970)	(970)
	59,142	65,272
	$ 106,437	$ 80,696

The accompanying notes are an integral part of these statements.

G-III APPAREL GROUP, LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

	THREE MONTHS ENDED JULY 31, (Unaudited) 2004	2003
Net sales	$ 43,892	$ 45,299
Cost of goods sold	33,354	29,618
Gross profit	10,538	15,681
Selling, general and administrative expenses	11,707	10,844
Write-down of equity investment	882	--
Operating income (loss)	(2,051)	4,837
Interest and financing charges, net	197	230
Income (loss) before income taxes	(2,248)	4,607
Income tax expense (benefit)	(588)	1,889
Net income (loss)	$ (1,660)	$ 2,718
NET INCOME (LOSS) PER COMMON SHARE:		
Basic:		
Net income (loss) per common share	$ (0.23)	$ 0.40
Weighted average number of shares outstanding	7,162,000	6,880,000
Diluted:		
Net income (loss) per common share	$ (0.23)	$ 0.37
Weighted average number of shares outstanding	7,162,000	7,385,000

The accompanying notes are an integral part of these statements.

G-III APPAREL GROUP, LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

	SIX MONTHS ENDED JULY 31, (Unaudited)	
	2004	2003
Net sales	$ 60,413	$ 64,011
Cost of goods sold	48,113	43,976
Gross profit	12,300	20,035
Selling, general and administrative expenses	21,864	19,603
Write-down of equity investment	882	--
Operating income (loss)	(10,446)	432
Interest and financing charges, net	270	278
Income (loss) before income taxes	(10,716)	154
Income tax expense (benefit)	(4,229)	63
Net income (loss)	$ (6,487)	$ 91
NET INCOME (LOSS) PER COMMON SHARE:		
Basic:		
Net income (loss) per common share	$ (0.91)	$ 0.01
Weighted average number of shares outstanding	7,141,000	6,878,000
Diluted:		
Net income (loss) per common share	$ (0.91)	$ 0.01
Weighted average number of shares outstanding	7,141,000	7,325,000

The accompanying notes are an integral part of these statements.

G-III APPAREL GROUP, LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	SIX MONTHS ENDED JULY 31, (Unaudited)	
	2004	2003
Cash flows from operating activities		
Net income (loss)	$ (6,487)	$ 91
Adjustments to reconcile net income (loss) to net cash used in operating activities		
Depreciation and amortization	635	640
Write-down of equity investment	882	--

Changes in operating assets and liabilities		
Accounts receivable	(14,891)	(16,292)
Inventories, net	(22,146)	(28,445)
Income taxes, net	(4,576)	(459)
Prepaid expenses and other current assets	(2,584)	(2,443)
Other assets	81	(135)
Accounts payable and accrued expenses	12,585	11,918
Net cash used in operating activities	(36,501)	(35,125)
Cash flows from investing activities		
Capital expenditures	(193)	(360)
Net cash used in investing activities	(193)	(360)
Cash flows from financing activities		
Increase in notes payable, net	20,995	32,528
Payments for capital lease obligations	(50)	(52)
Proceeds from exercise of stock options	348	18
Net cash provided by financing activities	21,293	32,494
Effect of exchange rate changes on cash and cash equivalents	9	17
Net decrease in cash and cash equivalents	(15,392)	(2,974)
Cash and cash equivalents at beginning of period	16,072	3,408
Cash and cash equivalents at end of period	$ 680	$ 434
Supplemental disclosures of cash flow information: Cash paid during the period for:		
Interest	$ 279	$ 423
Income taxes	$ 328	$ 575

The accompanying notes are an integral part of these statements.

G-III APPAREL GROUP, LTD. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - General Discussion

As used in these financial statements, the term "Company" refers to G-III Apparel Group, Ltd. and its majority-owned subsidiaries. The results for the three and six month periods ended July 31, 2004 are not necessarily indicative of the results expected for the entire fiscal year, given the seasonal nature of the Company's business. The accompanying financial statements included herein are unaudited. In the opinion of management, all adjustments (consisting of only normal recurring adjustments) necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods presented have been reflected.

The Company consolidates the accounts of all its wholly-owned subsidiaries. All material intercompany balances and transactions have been eliminated.

The accompanying financial statements should be read in conjunction with the financial statements and notes included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission for the year ended January 31, 2004.

Note 2 - Proposed Sale of Joint Venture Interest and Related Write-Down

On September 7, 2004, we committed to attempt to sell our 39% interest in a joint venture which operates a factory located in Qingdao, China. As a result of this decision, we recorded a non-cash charge of $882,000 that is reflected in our results of operations for the three months ended July 31, 2004.

As of July 31, 2004, the carrying amount of our investment in this joint venture was approximately $1.1 million. We accounted for our interest in this joint venture based on the equity method and recorded a loss on the joint venture of approximately $129,000 for the six months ended July 31, 2004. This loss represents 39% of the total net losses of $330,000 of the joint venture for the six months ended July 31, 2004 compared to a net profit for the joint venture of $167,000 for the six months ended July 31, 2003.

Our joint venture partner has advised us that, based on the factory's current operations, the joint venture may continue to generate losses for the foreseeable future. A review of the operations of the factory is being undertaken by management of the joint venture to determine whether cost cutting measures or other operating efficiencies could return the factory to profitability. There are no assurances that this review will result in future profits for the joint venture.

Based upon the prospect of the factory continuing to generate losses, we believe that the best course of action for us is to attempt to sell our interest in the joint venture. Our estimate of the charge represents the difference between our investment in the joint venture as of July 31, 2004 and the estimated proceeds we would receive on sale of this joint venture interest. We do not believe that this charge will result in future cash expenditures.

Note 2 - Proposed Sale of Joint Venture Interest and Related Write-Down (cont'd)

We believe that we will be able to complete a sale of the joint venture interest by January 31, 2005, the end of our current fiscal year. However, there is no assurance that we will be able to complete this sale by that date, if at all, or at the sale price we have estimated.

Note 3 - Inventories

Inventories consist of:

	JULY 31, 2004	January 31, 2004
	(in thousands)	
Finished goods	$ 44,312	$ 21,777
Work-in-process	1,647	125
Raw materials	4,548	6,459
	$ 50,507	$ 28,361

Note 4 - Net Income (Loss) per Common Share

Basic net income (loss) per share has been computed using the weighted average number of common shares outstanding during each period. When applicable, diluted income per share amounts are computed using the weighted average number of common shares and potential dilutive common shares, consisting of stock options, outstanding during the period.

Note 5 - Stock-based Compensation

The Company has granted stock options for a fixed number of shares to employees and directors with an exercise price equal to or greater than the fair value of the shares at the date of grant. The Company has adopted the disclosure-only provision of Statements of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation," which permits the Company to account for stock option grants in accordance with Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees." Accordingly, the Company recognizes no compensation expense for the stock option grants.

Note 5 - Stock-based Compensation (cont'd)

Pro forma disclosures, as required by SFAS No. 148, "Accounting for Stock Based Compensation - Transition and Disclosure," are computed as if the Company recorded compensation expense based on the fair value for stock-based awards at grant date. The following pro forma information includes the effects of these options:

	Three Months ended July 31,		Six Months ended July 31,	
	2004	2003	2004	2003
	(in thousands, except per share amounts)			
Net income (loss) - as reported	$(1,660)	$ 2,718	$(6,487)	$ 91
Deduct: Stock-based employee compensation expense determined under fair value method, net of related tax effects	88	101	174	151
Pro-forma net income (loss)	$(1,748)	$ 2,617	$(6,661)	$ (60)
Basic income (loss) per share - as reported	$ (0.23)	$ 0.40	$ (0.91)	$ .01
Pro-forma basic income (loss) per share	$ (0.24)	$ 0.38	$ (0.93)	$ (.01)
Diluted income (loss) per share - as reported	$ (0.23)	$ 0.37	$ (0.91)	$ .01
Pro-forma diluted income (loss) per share	$ (0.24)	$ 0.35	$ (0.93)	$ (.01)

Note 6 - Notes Payable

The Company's domestic loan agreement, which expires on May 31, 2005, is a collateralized working capital line of credit with six banks that provides for an aggregate maximum line of credit in amounts that range from $45 million to $90 million at specific times during the year. The line of credit provides for maximum direct borrowings ranging from $40 million to $72 million during the year. The unused balance may be used for letters of credit. Amounts available for borrowing are subject to borrowing base formulas and overadvances as specified in the agreement. The line of credit includes a requirement that the Company have no loans and acceptances outstanding for 45 consecutive days each year of the lending agreement. The Company met this requirement. There was $21.0 million of outstanding borrowings at July 31, 2004 and no balance outstanding at January 31, 2004 under this agreement.

We requested and obtained from our bank group an amendment to our loan agreement. The amendment modified financial covenants related to tangible net worth and earnings before interest, taxes, depreciation and amortization through the remaining term of the agreement. As a result of the amendment, we were in compliance with all covenants as of July 31, 2004.

Notes payable also includes a foreign note payable by PT Balihides, the Company's inactive Indonesian subsidiary.

Note 7 - Closing of Manufacturing Facility

The reserve associated with the Indonesian manufacturing facility closed in December 2002 is included in "Accrued expenses" in the accompanying Consolidated Balance Sheets. The status of the components of the reserve is as follows:

	Reserve January 31, 2004	Utilized	RESERVE JULY 31, 2004
	(in thousands)		
Severance	$ 81		$ 81
Accrued expenses and other	431	$ 47	384
	$ 512	$ 47	$ 465

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Based on current estimates, management believes that existing accruals are adequate.

Note 8 - Segments

The Company's reportable segments are business units that offer different products and are managed separately. The Company operates in two segments, licensed and non-licensed apparel. The following information is presented for the three- and six- month periods indicated below:

	THREE MONTHS ENDED JULY 31,			
	2004		2003	
	LICENSED	NON-LICENSED	Licensed	Non-Licensed
Net sales	$ 29,194	$ 14,698	$ 33,435	$ 11,864
Cost of goods sold	22,958	10,396	21,950	7,668
Gross profit	6,236	4,302	11,485	4,196
Selling, general and administrative	9,209	2,498	8,256	2,588
Write-down of equity investment	--	882	--	--
Operating income (loss)	(2,973)	922	3,229	1,608
Interest expense, net	154	43	142	88
Income (loss) before income taxes	$ (3,127)	$ 879	$ 3,087	$ 1,520

Note 8 - Segments (cont'd)

	SIX MONTHS ENDED JULY 31,			
	2004		2003	
	LICENSED	LICENSED	NON-Licensed	Non-Licensed
Net sales	$ 43,437	$ 16,976	$ 49,787	$ 14,224
Cost of goods sold	34,923	13,190	33,733	10,243
Gross profit	8,514	3,786	16,054	3,981
Selling, general and administrative	16,604	5,260	14,660	4,943
Write-down of equity investment	--	882	--	--
Operating income (loss)	(8,090)	(2,356)	1,394	(962)
Interest expense, net	197	73	165	113
Income (loss) before income taxes	$ (8,287)	$ (2,429)	$ 1,229	$ (1,075)

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless the context otherwise requires, "G-III", "us", "we" and "our" refer to G-III Apparel Group, Ltd. and its subsidiaries. References to fiscal years refer to the year ended or ending on January 31 of that year.

Statements in this Quarterly Report on Form 10-Q concerning our business outlook or future economic performance; anticipated revenues, expenses or other financial items; product introductions and plans and objectives related thereto; and statements concerning assumptions made or expectations as to any future events, conditions, performance or other matter, are "forward-looking statements" as that term is defined under the Federal securities laws. Forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results to differ materially from those stated in such statements. Such risks, uncertainties and factors include, but are not limited to, reliance on foreign manufacturers, risks of doing business abroad, the nature of the apparel industry, including changing consumer demand and tastes, reliance on licensed product, seasonality, customer acceptance of new products, the impact of competitive products and pricing, dependence on existing management, general economic conditions, as well as other risks detailed in the Company's filings with the Securities and Exchange Commission, including this Quarterly Report on Form 10-Q.

OVERVIEW

G-III designs, manufactures, imports and markets an extensive range of outerwear and sportswear including coats, jackets, pants, skirts, handbags and other sportswear items under licensed labels, our own proprietary labels and private retail labels. Our products are distributed through a broad mix of retail partners at a variety of price points. We sell to approximately 3,000 retail customers in the United States, including most major department stores, mass merchants and specialty retail stores.

We operate our business in two segments, licensed apparel and non-licensed apparel. The licensed apparel segment includes sales of apparel brands licensed by us from third parties. The non-licensed apparel segment includes sales of apparel under our own brands and private label brands, as well as commission fee income received on sales that are financed by and shipped directly to our customers.

Effective April 1, 2005, we entered into a two-year renewal of our license with the National Football League through March 31, 2007. Additionally, we signed a license agreement with Cece Cord for apparel and accessories with initial efforts focused on the design and marketing of a line of high-end handbags. We have also added licenses with NASCAR for active wear and outerwear for men and women, the World Poker Tour for men's and women's casual sportswear and outerwear and the Collegiate Licensing Company for The Yard, a branding program dedicated to the tradition and culture of historically black colleges and universities.

On September 7, 2004, we committed to attempt to sell our 39% interest in a joint venture which operates a factory located in Qingdao, China. As a result of this decision, we recorded a charge of $882,000 that is reflected in our results of operations for the three months ended July 31, 2004.

OVERVIEW (CONT'D)

As of July 31, 2004, the carrying amount of our investment in this joint venture was approximately $1.1 million. We accounted for our interest in this joint venture based on the equity method and recorded a loss on the joint venture of approximately $129,000 for the six months ended July 31, 2004. This loss represents 39% of the total net losses of $330,000 of the joint venture for the six months ended July 31, 2004 compared to a net profit for the joint venture of $167,000 for the six months ended July 31, 2003.

Our joint venture partner has advised us that, based on the factory's current operations, the joint venture may continue to generate losses for the foreseeable future. A review of the operations of the factory is being undertaken by management of the joint venture to determine whether cost cutting measures or other operating efficiencies could return the factory to profitability. There are no assurances that this review will result in future profits for the joint venture.

Based upon the prospect of the factory continuing to generate losses, we believe that the best course of action for us is to attempt to sell our interest in the joint venture. We believe this decision will also provide us with more flexibility by allowing us to outsource all of our manufacturing. Our estimate of the charge represents the difference between our investment in the joint venture as of July 31, 2004 and the estimated proceeds we would receive on sale of this joint venture interest. We do not believe that this charge will result in future cash expenditures.

We believe that we will be able to complete a sale of the joint venture interest by January 31, 2005, the end of our current fiscal year. However, there is no assurance that we will be able to complete this sale by that date, if at all, or at the sale price we have estimated.

RESULTS OF OPERATIONS

Three months ended July 31, 2004 compared to three months ended July 31, 2003

Net sales for the three months ended July 31, 2004 were $43.9 million compared to $45.3 million for the same period last year. Net sales of licensed apparel decreased $4.2 million to $29.2 million from $33.4 million in the same period last year, primarily as a result of decreased sales of fashion sports apparel partially offset by increased sales under other licenses, primarily Cole Haan, Nine West and Kenneth Cole. Net sales of non-licensed apparel increased $2.8 million to $14.7 million from $11.9 million in the same period last year as a result of one of our major customers buying men's outerwear under one of our own labels rather than under a licensed label as was done last year and increased sales of our Black Rivet brand, which was launched last year.

Gross profit was $10.5 million, or 24.0% of net sales, for the three months ended July 31, 2004 compared to $15.7 million, or 34.6% of net sales, for the same period last year. Gross profit of licensed apparel decreased to $6.2 million (21.4% of net sales) from $11.5 million (34.3% of net sales) in the same period last year. The decrease in gross profit, both in amount and percentage, in the licensed apparel segment for the three-months ended July 31, 2004 was primarily the result of the decline in sales in our higher margin fashion sports apparel business. Gross profit of non-licensed apparel was $4.3 million (29.3% of net sales) compared to $4.2 million (35.4% of net sales) in the same period last year. The decrease in the gross profit percentage in our non-licensed apparel segment resulted primarily from lower commission based sales. Commission fee income, which is primarily generated in the non-licensed apparel segment, decreased to $839,000 during

the three months ended July 31, 2004 from $1.6 million in the comparable period of the prior year. There is no cost of goods sold component associated with commission transactions. The gross profit margin percentage for the prior comparable period was also favorably impacted by a $1.2 million decrease in our receivable reserves in the second quarter of fiscal 2004 which predominantly impacted our licensed apparel segment. These reserves were established in the fourth quarter of fiscal 2003, but were no longer deemed necessary as actual discounts and allowances were less than anticipated.

Selling, general and administrative expenses for the three months ended July 31, 2004 were $11.7 million compared to $10.8 million in the three months ended July 31, 2003. This increase primarily resulted from increased expenses in personnel costs, ($550,000), design and product development ($475,000) and advertising and promotion ($450,000) offset by a decrease in sales commission expense ($615,000). The increase in personnel costs was attributable to additional personnel hired last year as well as increases in the cost of our health benefits. Design and product development expenses increased primarily due to more extensive sample development in our sports, Cole Haan and Black Rivet lines. Advertising and promotion expenses increased primarily due to contractual advertising contributions with respect to our licensed product and anticipated increases in our co-operative advertising. The decrease in sales commissions resulted from lower sales of fashion sports apparel which are made primarily by an outside sales force.

For the three months ended July 31, 2004, we recorded a non-cash charge to operations in the amount of $882,000 associated with our decision to sell our joint venture interest in a factory located in China. We have taken no tax benefit for this charge.

Interest expense and finance charges for the three months ended July 31, 2004 were $197,000 compared to $230,000 in the same period last year. The decrease in interest expense in the three month period resulted primarily from lower average debt levels as a result of carrying less inventory and our borrowing beginning later in the season due to higher year end cash balances.

We had an income tax benefit of $588,000 for the three months ended July 31, 2004 compared to income tax expense of $1.9 million in the same period in the prior year. Our effective tax rate was 26% for the three month period ended July 31, 2004 compared to 41% for the same period in the prior year. The lower effective tax rate in the period ended July 31, 2004 reflects the charge of $882,000 for which we did not record a tax benefit, offset by increased state and local income taxes as a result of changes in the tax laws in certain states.

Six months ended July 31, 2004 compared to six months ended July 31, 2003

Net sales for the six months ended July 31, 2004 were $60.4 million compared to $64.0 million for the same period in the prior year. Net sales of licensed apparel decreased $6.4 million to $43.4 million from $49.8 million in the same period last year, primarily as a result of decreased sales of our fashion sports apparel partially offset by increased sales under other licenses, primarily Cole Haan, Nine West and Kenneth Cole. Net sales of non-licensed apparel increased $2.8 million to $17.0 million from $14.2 million in the same period last year as a result of one of our major customers buying men's outerwear under one of our own labels rather than under a licensed label as was done last year and increased sales of our Black Rivet brand, which was launched last year.

Six months ended July 31, 2004 compared to six months ended July 31, 2003 (cont'd)

Gross profit was $12.3 million, or 20.4% of net sales, for the six months ended July 31, 2004 compared to $20.0 million, or 31.3% of net sales, for the same period last year. Gross profit of licensed apparel was $8.5 million (19.6% of net sales) compared to $16.1 million (32.2% of net sales) in the same period last year. The decrease in gross profit, both in amount and percentage, in the licensed apparel segment for the six-months ended July 31, 2004 was primarily the result of the decline in sales in our higher margin fashion sports apparel business. Gross profit of non-licensed apparel was $3.8 million (22.3% of net sales) compared to $4.0 million (28.0% of net sales) in the same period last year. The decrease in gross profit percentage in our non-licensed apparel segment resulted primarily from lower commission based sales. Commission fee income, which is primarily generated in the non-licensed apparel segment, decreased to $1.0 million during the six months ended July 31, 2004 from $1.6 million in the comparable period of the prior year. There is no cost of goods sold component associated with these commission transactions. The gross profit margin percentage in the prior period was favorably impacted by a $1.2 million decrease in our receivable reserves in the second quarter of fiscal 2003 which predominantly impacted our licensed apparel segment. These reserves were established in the fourth quarter of fiscal 2003, but were no longer deemed necessary as actual discounts and allowances were less than anticipated.

Selling, general and administrative expenses for the six months ended July 31, 2004 were $21.9 million compared to $19.6 million for the same period last year. This increase resulted primarily from increased personnel costs, including health insurance benefits ($1.3 million). Increases in other expenses include advertising and promotion ($700,000) and design and product development ($560,000) offset by a decrease in sales commission expense ($940,000). The increase in personnel costs was attributable to additional personnel hired last year as well as increases in the cost of our health benefits. Design and product development expenses increased primarily due to more extensive sample development in our sports, Cole Haan and Black Rivet lines. Advertising and promotion expenses increased primarily due to contractual advertising contributions with respect to our licensed product and anticipated increases in our co-operative advertising. The decrease in sales commissions resulted from lower sales of fashion sports apparel which are made primarily by an outside sales force.

In the three months ended July 31, 2004, we recorded a non-cash charge to operations in the amount of $882,000 associated with our decision to sell our joint venture interest in a factory located in China. This charge is also reflected in our results of operations for the six months ended July 31, 2004. We have taken no tax benefit for this charge.

Interest expense and finance charges were $270,000 for the six-months ended July 31, 2004 compared to $278,000 in the same period last year.

We had an income tax benefit of $4.2 million for the six months ended July 31, 2004 compared to an income tax expense of $63,000 in the same period last year. Our effective tax rate was 39% in the six month period ended July 31, 2004 compared to 41% in the same period last year. The lower effective tax rate in the period ended July 31, 2004 reflects the charge of $882,000 for which we did not record a tax benefit, offset by increased state and local income taxes as a result of changes in the tax laws in certain states.

LIQUIDITY AND CAPITAL RESOURCES

Our loan agreement, which expires on May 31, 2005, is a collateralized working capital line of credit with six banks that provides for a maximum line of credit in amounts that range from $45 million to $90 million at specific times during the year. The line of credit provides for maximum direct borrowings ranging from $40 million to $72 million during the year. The unused balance may be used for letters of credit. Amounts available for borrowing are subject to borrowing base formulas and overadvances as specified in the agreement.

Direct borrowings under the line of credit bear interest at our option at either the prevailing prime rate (4.5% as of September 2, 2004) or LIBOR plus 225 basis points (4.1% at September 2, 2004). Our assets collateralize all borrowings. The loan agreement requires us, among other covenants, to maintain specified earnings and tangible net worth levels, and prohibits the payment of cash dividends. We requested and obtained from our bank group an amendment to our loan agreement. The amendment modified financial covenants related to tangible net worth and earnings before interest, taxes, depreciation and amortization. As a result of the amendment, we were in compliance with all covenants as of July 31, 2004.

The amount borrowed under the line of credit varies based on our seasonal requirements. As of July 31, 2004, direct borrowings were $21.0 million and contingent liability under open letters of credit was approximately $27.7 million compared to direct borrowings of $33.3 million and contingent liability under open letters of credit of approximately $29.5 million as of July 31, 2003.

At July 31, 2004, we had cash and cash equivalents of $680,000. We generally use significant cash in the first half of our fiscal year as we prepare for the third quarter, which is generally our highest sales volume quarter. We used $36.5 million of cash in operating activities in the six months ended July 31, 2004, resulting primarily from our net loss of $6.5 million, income tax benefit of $4.2 million, and increases in accounts receivable of $14.9 million and in inventory of $22.1 million, offset by an increase in accounts payable and accrued expenses of $12.6 million. Cash flows generated by financing activities in the six months ended July 31, 2004 were primarily from direct borrowings under our line of credit in the amount of $21.0 million. Capital expenditures were not significant during the six months ended July 31, 2004.

CRITICAL ACCOUNTING POLICIES

Our discussion of results of operations and financial condition relies on our consolidated financial statements that are prepared based on certain critical accounting policies that require management to make judgments and estimates that are subject to varying degrees of uncertainty. We believe that investors need to be aware of these policies and how they impact our financial statements as a whole, as well as our related discussion and analysis presented herein. While we believe that these accounting policies are based on sound measurement criteria, actual future events can and often do result in outcomes that can be materially different from these estimates or forecasts. The accounting policies and related risks described in our Annual Report on Form 10-K for the year ended January 31, 2004 are those that depend most heavily on these judgments and estimates. As of July 31, 2004, there have been no material changes to any of these critical accounting policies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There are no material changes to the disclosure made with respect to these matters in our Annual Report on Form 10-K for the year ended January 31, 2004.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, our management, including the Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in alerting them to material information, on a timely basis, required to be included in our periodic SEC filings. During our last fiscal quarter, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF STOCKHOLDERS

(a) Our Annual Meeting of Stockholders was held on June 10, 2004.

(b) The following matters were voted on and approved by our stockholders at the Annual Meeting:

(i) The election of eight directors to serve for the ensuing year. The following nominees were elected as directors (with our stockholders having voted as set forth below):

NOMINEE	VOTES FOR	WITHHELD AUTHORITY TO VOTE
Morris Goldfarb	6,182,226	330,489
Aron Goldfarb	6,182,226	330,489
Thomas J. Brosig	6,487,917	24,798
Alan Feller	6,169,226	343,489
Carl Katz	6,182,226	330,489
Willem van Bokhorst	6,487,917	24,798
Richard White	6,488,022	24,693
George J. Winchell	6,487,917	24,798

(ii) The ratification of the appointment of Ernst & Young LLP as our independent certified public accountants for the fiscal year ending January 31, 2005. Our stockholders voted as follows:

FOR:	6,496,842
AGAINST:	14,873
ABSTENTIONS:	1,000

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

Exhibits:

10.3(d) Amendment No. 4 to Sixth Amended and Restated Loan Agreement, dated July 31, 2004, by and among G-III, the Banks and Fleet Bank

31.1 Certification by Morris Goldfarb, Chief Executive Officer of G-III Apparel Group, Ltd., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, in connection with G-III Apparel Group, Ltd.'s Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 2004.

31.2 Certification by Wayne S. Miller, Chief Financial Officer of G-III Apparel Group, Ltd., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, in connection with G-III Apparel Group, Ltd.'s Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 2004.

32.1 Certification by Morris Goldfarb, Chief Executive Officer of G-III Apparel Group, Ltd., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in connection with G-III Apparel Group, Ltd.'s Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 2004.

32.2 Certification by Wayne S. Miller, Chief Financial Officer of G-III Apparel Group, Ltd., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in connection with G-III Apparel Group, Ltd.'s Quarterly Report on Form 10-Q for the quarter ended July 31, 2004.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

G-III APPAREL GROUP, LTD.
(Registrant)

Date: September 13, 2004   By: /s/ Morris Goldfarb

Morris Goldfarb
Chief Executive Officer

Date: September 13, 2004   By: /s/ Wayne Miller

Wayne S. Miller
Chief Financial Officer

AMENDMENT NO. 4 TO
SIXTH AMENDED AND RESTATED LOAN AGREEMENT

AGREEMENT, made as of the 31st day of July, 2004 (this "FOURTH AMENDMENT"), by and among:

G-III LEATHER FASHIONS, INC., a New York corporation (the "BORROWER");

The Lenders that have executed the signature pages hereto (individually, a "LENDER" and, collectively, the "LENDERS"); and

FLEET NATIONAL BANK, a Bank of America company, a national banking association, as Agent for the Lenders (in such capacity, together with its successors in such capacity, the "AGENT").

W I T N E S S E T H :

WHEREAS:

(A) The Borrower, the Lenders and the Agent are parties to a certain Sixth Amended and Restated Loan Agreement dated as of April 29, 2002 (as amended through the date hereof, the "ORIGINAL LOAN AGREEMENT"; the Original Loan Agreement, as amended hereby and as it may from time to time be further amended, restated, supplemented or otherwise modified, the "LOAN AGREEMENT");

(B) The Borrower has requested that the Lenders and the Agent amend certain provisions of the Original Loan Agreement, and the Lenders and the Agent are willing do so, all on the terms and conditions hereinafter set forth; and

(C) All capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Original Loan Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. AMENDMENTS TO ORIGINAL LOAN AGREEMENT.

SECTION 1.1 DEFINITIONS.

(a) The definition of "EBITDA" appearing in Article 1 of the Original Loan Agreement is deleted in its entirety and the following is substituted therefor:

"EBITDA" - for any period, net income of the Parent and its Subsidiaries for such period, determined on a consolidated basis in accordance with generally accepted accounting principles, plus the sum of, without duplication, (a) interest expense for such period, (b) provision for income taxes accrued for such period, (c) depreciation, amortization and other non-cash charges of the Parent and its Subsidiaries, (d) for any period occurring on or after the decision by the board of directors or management of the Parent to terminate the

business of Balihides, an amount of up to $1,500,000 (representing charges taken in connection with such decision to terminate) and (e) for any period occurring on or after the decision by the board of directors or management of the Parent to terminate the business of, or sell its investment in, the joint venture of the Parent in the People's Republic of China, or in the absence of such decision, the recording of a write-down of the investment, an amount of up to $1,200,000 (representing charges taken in connection with such decision or write-down), each to the extent deducted in determining such net income for such period, without giving effect to extraordinary gains or losses from the sales, exchanges and other dispositions of assets (other than from sales of Inventory in the ordinary course of business).

(b) The definition of "Tangible Net Worth" appearing in Article 1 of the Original Loan Agreement is deleted in its entirety and the following is substituted therefor:

"Tangible Net Worth" - the sum of capital surplus, earned surplus and capital stock, less intangibles and treasury stock, all as determined in accordance with generally accepted accounting principles consistently applied, provided, however, for any date of determination of Tangible Net Worth occurring on or after (i) the decision by the board of directors or management of the Parent to terminate the business of Balihides, there shall be added to Tangible Net Worth an amount of up to $900,000, representing on an after-tax basis, charges taken in connection with such decision, to the extent such charges have caused a reduction in Tangible Net Worth and (ii) the decision by the board of directors or management of the Parent to terminate the business of, or sell its investment in, the joint venture of the Parent in the People's Republic of China, or in the absence of such decision, the recording of a write-down of the investment, there shall be added to Tangible Net Worth an amount of up to $1,200,000, representing on an after-tax basis, charges taken in connection with such decision or write-down, to the extent such charges have caused a reduction in Tangible Net Worth.

(c) Article 1 of the Original Loan Agreement is hereby amended by adding the following new definitions in the appropriate alphabetical order:

"Fourth Amendment" - shall mean Amendment No. 4 to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004, by and among the Borrower, the Lenders and the Agent.

SECTION 1.2 FINANCIAL COVENANTS.

(a) Section 6.9(a) of the Original Loan Agreement is deleted in its entirety and the following is substituted therefor:

(a) Have or maintain, with respect to the Parent on a consolidated basis, EBITDA on a cumulative basis from the first day of each fiscal year through the date set forth below at not less than, or, in the case of a loss, not more

than, the respective amounts set forth below opposite each such last day of the fiscal quarter:

Date	EBITDA
April 30, 2004	($9,400,000)
July 31, 2004	($12,700,000)
October 31, 2004	$4,500,000
January 31, 2005	$4,500,000

and the respective amounts for the Stub Period shall be preliminarily determined by the Majority Lenders and the Borrower based on the Projections and business plan (in each case delivered pursuant to Section 5.10(e)) for Fiscal Year 2006 and the unaudited financial statements (delivered pursuant to Section 5.10(e)) for Fiscal Year 2005, but in no event shall the periods be of different durations or the amounts be less than (if such amount is negative) or greater than (if such amount is positive) the amounts for the periods corresponding to the periods set forth above unless the Majority Lenders determine (in their reasonable discretion) that such periods and amounts warrant adjustment based on the financial condition of the Borrower as set forth in the applicable Projections, business plan or unaudited financial statements, which preliminary determination shall be made within 60 days of receipt by the Lenders of such Projections, business plan and unaudited financial statements, and such determination shall become effective after receipt and satisfactory review by the Lenders of the Financial Statements for Fiscal Year 2005.

(b) Section 6.9(b) of the Original Loan Agreement is deleted in its entirety and the following is substituted therefor:

(b) Have or maintain, with respect to the Parent on a consolidated basis, Tangible Net Worth as of the dates set forth below at not less than the respective amounts set forth below opposite each such date:

Date	Minimum Tangible Net Worth
April 30, 2004	$56,200,000
July 31, 2004	$55,600,000
October 31, 2004	$65,100,000
January 31, 2005	$64,800,000

and the respective amounts for the Stub Period shall be determined in the sole discretion of the Majority Lenders within 60 days of receipt by the Lenders of the Projections and business plan (in each case delivered pursuant to Section 5.10(e)) for Fiscal Year 2006 and the unaudited financial statements (delivered pursuant to Section 5.10(e)) for Fiscal Year 2005, and such determination shall become effective after receipt and satisfactory review by the Lenders of the Financial Statements for Fiscal Year 2005; provided, however, in the event that the Borrower shall consummate a Permitted Acquisition, the amounts set forth above for each period occurring after the date of such Permitted Acquisition shall be reduced by an amount equal to the lesser of (x) $3,000,000 and (y) the intangibles acquired in connection with such Permitted Acquisition to the extent such intangibles have caused a reduction in Tangible Net Worth, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 1.3 GENERAL.

(a) All references in the Original Loan Agreement or any other Loan Document to the "Loan(s)" and the "Loan Documents" shall be deemed to refer respectively, to the Loan(s) as amended hereby and the Loan Documents as defined in the Original Loan Agreement together with, and as amended by, this Fourth Amendment and all agreements, documents and instruments delivered pursuant thereto or in connection therewith.

(b) All references in the Original Loan Agreement and the other Loan Documents to the "Loan Agreement", and also in the case of the Original Loan Agreement to "this Agreement", shall be deemed to refer to the Original Loan Agreement, as amended hereby.

SECTION 1.4 FURTHER AMENDMENT TO LOAN DOCUMENTS. The Original Loan Agreement and the other Loan Documents shall each be deemed amended and supplemented hereby to the extent necessary, if any, to give effect to the provisions of this Fourth Amendment.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES.

Each of the Borrower and the other Loan Parties hereby represents and warrants to the Lenders and the Agent that:

SECTION 2.1 ARTICLE 3 OF ORIGINAL LOAN AGREEMENT; NO DEFAULTS.

(a) Each and every one of the representations and warranties set forth in Article 3 of the Original Loan Agreement is true in all respects as of the date hereof, except for changes which, either singly or in the aggregate, are not materially adverse to the business or financial condition of the Parent and its Subsidiaries, taken as a whole.

(b) As of the date hereof, after giving effect to this Fourth Amendment, there exists no Event of Default under the Loan Agreement, and no event which, with the giving of notice or lapse of time or both, would constitute such an Event of Default.

SECTION 2.2 POWER, AUTHORITY, CONSENTS.

The Borrower and each other Loan Party has the power to execute, deliver and perform this Fourth Amendment. The Borrower has the power to borrow under the Original Loan Agreement as amended hereby and has taken all necessary corporate action to authorize the borrowing thereunder. Other than due authorization by the Board of Directors of the Borrower and each other Loan Party, each of which has been duly obtained, no consent or approval of any Person (including, without limitation, any stockholder of any corporate Loan Party or any partner in any partnership Loan Party), no consent or approval of any landlord or mortgagee, no waiver of any Lien or right of distraint or other similar right and no consent, license, approval, authorization or declaration of any governmental authority, bureau or agency, is or will be required in connection with the execution, delivery or performance by the Borrower or any other Loan Party, or the validity or enforcement of this Fourth Amendment.

SECTION 2.3 NO VIOLATION OF LAW OR AGREEMENTS.

The execution and delivery by the Borrower and each other Loan Party of this Fourth Amendment and the performance by each of them hereunder, will not violate any provision of law or conflict with or result in a breach of any order, writ, injunction, ordinance, resolution, decree or other similar document or instrument of any court or governmental authority, bureau or agency, domestic or foreign, or the certificate of incorporation or by-laws of the Borrower or any other corporate Loan Party or the partnership agreement or any other organizational document of any Loan Party that is not a corporation, or create (with or without the giving of notice or lapse of time, or both) a default under or breach of any agreement, bond, note or indenture to which the Borrower or any Loan Party is a party, or by which any of them is bound or any of their respective properties or assets is affected (which default or breach would have a material adverse effect on the business, financial conditions or operations of the Borrower, the Parent and the Subsidiaries taken as a whole), or result in the imposition of any Lien of any nature whatsoever upon any of the properties or assets owned by or used in connection with the business of any of them except for the Liens created and granted pursuant to the Security Documents, as confirmed hereby.

SECTION 2.4 DUE EXECUTION, VALIDITY, ENFORCEABILITY.

This Fourth Amendment has been duly executed and delivered by each Loan Party which is a party hereto and each constitutes the valid and legally binding obligation of the Borrower or such other Loan Party that is a party thereto, enforceable in accordance with its terms; provided, however, that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally and the remedy of specific performance and other equitable remedies are subject to judicial discretion.

ARTICLE 3. ACKNOWLEDGMENTS, CONFIRMATIONS, CONSENTS.

(a) The Borrower hereby acknowledges and confirms that (i) the Liens and security interests granted pursuant to the Security Documents to which it is a party secure, without limitation, the due payment and performance of all of the Indebtedness, liabilities and

obligations of the Borrower to the Lenders and the Agent under the Original Loan Agreement, as amended hereby, whether or not so stated in each of the Security Documents, and (ii) the term "Obligations" as used in the Security Documents (or any other term used therein to describe or refer to the Indebtedness, liabilities and obligations of the Borrower to the Lenders and the Agent) includes, without limitation, the Indebtedness, liabilities and obligations of the Borrower to the Lenders and the Agent under the Original Loan Agreement, as amended hereby.

(b) Each Guarantor hereby consents in all respects to the execution by the Borrower of this Fourth Amendment and acknowledges and confirms that (i) the Guarantee Agreement guarantees, without limitation, the full payment and performance of the Indebtedness, liabilities and obligations of the Borrower under the Original Loan Agreement, as amended hereby, and (ii) the term "Obligations" as used in the Guarantee Agreement (or any other term used therein to describe or refer to the Indebtedness, liabilities and obligations of the Borrower or the Guarantor(s) to the Lenders and the Agent) includes, without limitation, all of the Indebtedness, liabilities and obligations of the Borrower to the Lenders and the Agent under the Original Loan Agreement, as amended hereby.

(c) Each Corporate Guarantor hereby acknowledges and confirms that (i) the Liens and security interests granted pursuant to the Security Documents to which it is a party, secure, without limitation, all of the Indebtedness, liabilities and obligations of such Corporate Guarantor to the Lenders and the Agent under the Guarantee Agreement, as confirmed hereby, and (ii) the term "Obligations" as used in the Security Documents (or any other term used therein to describe or refer to the Indebtedness, liabilities and obligations of such Corporate Guarantor to the Lenders and the Agent) includes, without limitation, the Indebtedness, liabilities and obligations of such Corporate Guarantor under the Guarantee Agreement, as confirmed hereby.

ARTICLE 4. CONDITIONS TO EFFECTIVENESS OF THIS FOURTH AMENDMENT.

This Fourth Amendment shall become effective on the date of the fulfillment (to the satisfaction of the Agent) of the following conditions precedent:

(a) This Fourth Amendment shall have been executed and delivered to the Agent by a duly authorized representative of the Borrower, the Agent and the Majority Lenders.

(b) The Agent shall have received a Compliance Certificate from the Borrower dated the date hereof and the matters certified therein, including, without limitation, that after giving effect to the terms and conditions of this Fourth Amendment, no Default or Event of Default shall exist, shall be true.

(c) All legal matters incident hereto shall be satisfactory to the Agent and its counsel.

ARTICLE 5. MISCELLANEOUS.

SECTION 5.1 ARTICLE 10 OF THE ORIGINAL LOAN AGREEMENT. The miscellaneous provisions under Article 10 of the Original Loan Agreement, together with the definition of all terms used therein, and all other sections of the Original Loan Agreement to which Article 10

refers are hereby incorporated by reference as if the provisions thereof were set forth in full herein, except that (i) the term "Loan Agreement", shall be deemed to refer to the Original Loan Agreement, as amended hereby; (ii) the term "this Agreement" shall be deemed to refer to this Fourth Amendment; and (iii) the terms "hereunder" and "hereto" shall be deemed to refer to this Fourth Amendment.

SECTION 5.2 CONTINUED EFFECTIVENESS. Except as amended hereby, the Original Loan Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

SECTION 5.3 COUNTERPARTS. This Fourth Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed on the date first above written.

G-III LEATHER FASHIONS, INC.

BY: /S/ NEAL S. NACKMAN

NAME: NEAL S. NACKMAN

TITLE: VICE PRESIDENT - FINANCE

Agreed:

G-III HONG KONG LTD.

By: /s/ Wayne S. Miller

Director

G-III APPAREL GROUP, LTD.

By: /s/ Neal S. Nackman

Vice President

SIENA LEATHER LTD.

By: /s/ Neal S. Nackman

Vice President

GLOBAL INTERNATIONAL TRADING
COMPANY

By: /s/ Neal S. Nackman

Vice President

INDAWA HOLDING CORP.

By: /s/ Neal S. Nackman

Vice President

GLOBAL APPAREL SOURCING, LTD.

By: /s/ Neal S. Nackman

Vice President

G-III RETAIL OUTLETS INC.

By: /s/ Neal S. Nackman

Vice President

P.T. BALIHIDES

By: /s/ Keith Sutton-Jones

President and Director

WEE BEEZ INTERNATIONAL LIMITED

By: /s/ Wayne S. Miller

Director

KOSTROMA LTD.

By: /s/ Wayne S. Miller

Director

G-III LICENSE COMPANY, LLC
BY G-III APPAREL GROUP, LTD. AS MANAGER

By: /s/ Wayne S. Miller

Senior Vice President

G-III BRANDS, LTD.

By: /s/ Neal S. Nackman

Vice President - Finance

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

FLEET NATIONAL BANK, A BANK
OF AMERICA COMPANY, AS
AGENT, COLLATERAL
MONITORING AGENT, ISSUING
BANK AND AS A LENDER

BY: /s/ DAVID RODRIGUEZ

NAME: DAVID RODRIGUEZ
TITLE: VICE PRESIDENT

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

JPMORGAN CHASE BANK

BY: /s/ PAUL O'NEILL

NAME: PAUL O'NEILL
TITLE: VICE PRESIDENT

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

THE CIT GROUP/COMMERCIAL SERVICES, INC.

BY: /s/ LIZBETH MCCARTHY

NAME: LIZBETH MCCARTHY
TITLE: VICE PRESIDENT

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

ISRAEL DISCOUNT BANK OF NEW YORK

BY: /s/ MATILDE REYES

NAME: MATILDE REYES
TITLE: FIRST VICE PRESIDENT

BY: /s/ HOWARD WEINBERG

NAME: HOWARD WEINBERG
TITLE: SENIOR VICE PRESIDENT I

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

HSBC BANK USA

BY: /s/ MICHAEL P. BEHUNIAK, JR.

NAME: MICHAEL P. BEHUNIAK, JR.
TITLE: VICE PRESIDENT

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

BANK LEUMI USA

BY: /s/ JOHN KOENIGSBERG

NAME: JOHN KOENIGSBERG
TITLE: FIRST VICE PRESIDENT

BY: /s/ PHYLLIS ROSENFELD

NAME: PHYLLIS ROSENFELD
TITLE: VICE PRESIDENT

G-III Leather Fashions, Inc.
Signature Page to Amendment No. 4
to Sixth Amended and Restated Loan Agreement dated as of July 31, 2004

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Morris Goldfarb, certify that:

1. I have reviewed this quarterly report on Form 10-Q of G-III Apparel Group, 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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   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 registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 13, 2004

/s/ Morris Goldfarb

Morris Goldfarb
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Wayne S. Miller, certify that:

1. I have reviewed this quarterly report on Form 10-Q of G-III Apparel Group, 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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting, and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant`s auditors and the audit committee of the registrant's board of directors:

   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 registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 13, 2004

/s/ Wayne Miller

Wayne S. Miller
Chief Financial Officer

EXHIBIT 32.1

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 Quarterly Report of G-III Apparel Group, Ltd. (the "Company") on Form 10-Q for the quarterly period ended July 31, 2004, as filed with the Securities and Exchange Commission (the "Report"), I, Morris Goldfarb, Chief Executive Officer of the Company, hereby certify that, to my knowledge, (a) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Morris Goldfarb

Morris Goldfarb
Chief Executive Officer

Date: September 13, 2004

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

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 Quarterly Report of G-III Apparel Group, Ltd. (the "Company") on Form 10-Q for the quarterly period ended July 31, 2004, as filed with the Securities and Exchange Commission (the "Report"), I, Wayne Miller, Chief Financial Officer of the Company, hereby certify that, to my knowledge, (a) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Wayne Miller

Wayne S. Miller
Chief Financial Officer

Date: September 13, 2004

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.