

DGT HOLDINGS CORP.

FORM 8-K (Current report filing)

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 17, 2003

DEL GLOBAL TECHNOLOGIES CORP.
(Exact name of registrant as specified in Charter)

New York ----- (State or other jurisdiction of incorporation)	0-3319 ----- (Commission File Number)	13-1784308 ----- (IRS Employer Identification No.)
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One Commerce Park, Valhalla, NY ----- (Address of Principal Executive Offices)	10595 ----- (Zip Code)
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Registrant's telephone number, including area code: (914) 686-3600

(Former Name or Former Address, if Changed Since Last Report)

Item 5. Other Events.

The Board of Directors of Del Global Technologies Corp. (the "Company") voted to terminate the Rights Agreement, dated as of September 10, 2001 (the "Rights Agreement") by and between the Company and Mellon Investor Services LLC, as Rights Agent (the "Rights Agent"). The termination will be effective on September 30, 2003. The plan will be terminated by amending the Rights Agreement to accelerate the expiration date of the rights issued thereunder. Under the terms of the amendment, the rights will expire at the close of business on September 30, 2003, rather than on September 17, 2011, as initially provided.

The terms of the amendment to the Rights Agreement are set forth in

Amendment No. 1 to Rights Agreement, dated as of July 25, 2003, between the Company and the Rights Agent, a copy of which is being filed as Exhibit 4.01 hereto and is incorporated herein by reference.

On July 17, 2003, the Company's Board of Directors voted to amend the Company's by-laws. This amendment allows stockholders who own 25% of the Company's stock to call a special meeting, which must be held within 60 days of notice. The amended provisions of the By-Laws may not be changed again without stockholder approval. Attached hereto as Exhibit 3.01 and incorporated herein by reference is a copy of Amendment No. 1 to the Amended and Restated By-Laws of the Company.

In addition, a press release issued by the Company on July 29, 2003, in connection with the amendments to the Rights Agreement and the by-laws, which also includes the Company's financial and operating outlook for the fourth quarter ended August 1, 2003, is being filed as Exhibit 99.01 hereto and is incorporated herein by reference.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) Financial Statements of Business Acquired

Not Applicable.

(b) Pro Forma Financial Information

Not Applicable.

(c) Exhibits

3.01 Amendment No. 1 to Amended and Restated By-Laws of the Company, dated July 17, 2003

4.01 Amendment No. 1 to Rights Agreement, dated as of July 25, 2003, between the Company and Mellon Investor Services LLC as Rights Agent.

99.01 Press Release dated July 29, 2003, issued by the Company announcing termination of the Rights Agreement, the amendment of the Company's by-laws and announcing the Company's fourth quarter outlook for fiscal 2003.

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 hereunto duly authorized.

Dated: July 30, 2003

By: /s/ Samuel E. Park

Samuel E. Park
President and Chief Executive
Officer

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EXHIBIT INDEX

Exhibit No. -----	Description -----
3.01	Amendment No. 1 to Amended and Restated By-Laws of the Company, dated July 17, 2003.
4.01	Amendment No. 1 to Rights Agreement, dated as of July 25, 2003, between the Company and Mellon Investor Services LLC as Rights Agent
99.01	Press Release dated July 29, 2003 issued by the Company announcing termination of the Rights Agreement, the amendment of the Company's by-laws and announcing the Company's fourth quarter outlook for fiscal 2003.

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AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED

BY-LAWS
of
DEL GLOBAL TECHNOLOGIES CORP.

(a New York Corporation)

Dated July 17, 2003

The By-laws of Del Global Technologies Corp. (the "Corporation") are amended as follows, said amendment having been approved by a majority of the directors at a meeting held on July 17, 2003:

1. Article II, Section 3, titled "Special Meetings" is hereby deleted in its entirety and replaced with the following:

Special meetings of the shareholders shall be held at the principal office of the Corporation in the State of New York, or at such other place within or without the State of New York as may be designated in the notice of said meeting. Special meetings of the shareholders, for any purpose or purposes, (a) may be called at any time by the Board of Directors, the Chairman of the Board or the President, (b) shall be called by the Chairman of the Board or the Secretary upon the written request of the holders of at least 25% of the shares of the Corporation issued and outstanding and entitled to vote thereat, or (c) may be called as otherwise required under the provisions of the Business Corporation Law. In the event that a special meeting of shareholders is called pursuant to subsection (b) hereof, such meeting shall be held within sixty (60) days of the receipt by the Corporation of the written request of the shareholders. The request shall state the date, time, place and purpose or purposes of the proposed meeting. The only business which may be transacted at a special meeting is that relating to the purpose or purposes set forth in the notice or waivers of notice thereof. This Article II, Section 3 may only be amended by the affirmative vote of a majority of the shares of the Corporation issued and outstanding and entitled to vote.

2. Article XI titled "Amendments" is hereby deleted in its entirety and replaced with the following:

With the exception of Article II, Section 3, which may only be amended or repealed as provided therein, these By-Laws may be amended or repealed or additional By-Laws adopted by the Board of Directors by

the vote of a majority of the directors present at a meeting at which a quorum is present, except that the

Board shall not have the power to adopt any By-Laws which by statute only the shareholders have power to so adopt. These By-Laws, and any amendments thereto and new By-Laws adopted by the Board of Directors may be amended or repealed or additional By-Laws adopted by the shareholders entitled to vote thereon. The notice of any meeting of shareholders at which action to amend, repeal or adopt any By-Laws or By-Laws proposed to be taken, shall include notice of such proposed amendment, repeal or adoption.

The amendments contained herein shall become effective on July 29, 2003. Except as herein amended, the terms and provisions of the By-laws of the Corporation will remain unmodified and in full force and effect.

Del Global Technologies Corp.

By: /s/ Thomas V. Gilboy

Thomas V. Gilboy
Secretary

AMENDMENT NO. 1

to

RIGHTS AGREEMENT

AMENDMENT NO. 1 dated as of July 25, 2003 (this "AMENDMENT") to the Rights Agreement dated as of September 10, 2001 (the "RIGHTS AGREEMENT") between DEL GLOBAL TECHNOLOGIES CORP., a New York corporation (the "COMPANY"), and MELLON INVESTOR SERVICES LLC, a New Jersey limited liability company, as Rights Agent (the "Rights Agent").

WHEREAS, the Company and the Rights Agent have previously entered into the Rights Agreement;

WHEREAS, pursuant to Section 27 of the Rights Agreement, prior to a Distribution Date (as defined in the Rights Agreement), the Company may from time to time supplement or amend any provision of the Rights Agreement without the approval of any holders of Rights in accordance with the terms of Section 27;

WHEREAS, a Distribution Date has not occurred as of the date hereof;
and

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company and its shareholders to amend the Rights Agreement as hereinafter set forth and has duly approved this Amendment and authorized its execution and delivery;

NOW, THEREFORE, the parties hereto agree as follows:

1. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to them in the Rights Agreement, and each reference in the Rights Agreement to "this Agreement", "hereof", "herein", "hereunder" or "hereby" and each other similar reference shall be deemed to refer to the Rights Agreement as amended hereby.

2. Section 1 of the Rights Agreement is hereby amended by amending and restating the definition of "Final Expiration Date" to read in its entirety as follows:

"Final Expiration Date" shall mean September 30, 2003.

3. Exhibit A to the Rights Agreement is hereby amended by amending and restating such Exhibit to read in its entirety as set forth in Attachment 1 hereto.

4. Exhibit B to the Rights Agreement is hereby amended by amending and restating such Exhibit to read in its entirety as set forth in Attachment 2 hereto.

5. This Amendment shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

6. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original,

and all such counterparts shall together constitute one and the same instrument.

7. Except as expressly amended hereby, the Rights Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

DEL GLOBAL TECHNOLOGIES CORP.

By: /s/ Thomas V. Gilboy

Name: Thomas V. Gilboy
Title: Secretary

MELLON INVESTOR SERVICES LLC

By: /s/ Frank R. Misciagna

Name: Frank R. Misciagna
Title: Assistant Vice President

ATTACHMENT 1

EXHIBIT A

FORM OF RIGHTS CERTIFICATE

Certificate No. R- _____ Rights

NOT EXERCISABLE AFTER THE EARLIER OF (i) SEPTEMBER 30, 2003, (ii) THE DATE TERMINATED BY THE COMPANY OR (iii) THE DATE THE COMPANY EXCHANGES THE RIGHTS PURSUANT TO THE RIGHTS AGREEMENT. THE RIGHTS ARE SUBJECT TO REDEMPTION, AT THE OPTION OF THE COMPANY, AT \$0.01 PER RIGHT ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) AND ANY SUBSEQUENT HOLDER OF SUCH RIGHTS MAY BECOME NULL AND VOID. [THE RIGHTS REPRESENTED BY THIS RIGHTS CERTIFICATE ARE OR WERE BENEFICIALLY OWNED BY A PERSON WHO WAS OR BECAME AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT). ACCORDINGLY, THIS RIGHTS CERTIFICATE AND THE RIGHTS REPRESENTED HEREBY MAY BECOME NULL AND VOID IN THE CIRCUMSTANCES SPECIFIED IN SECTION 7(e) OF SUCH RIGHTS AGREEMENT.]*

RIGHTS CERTIFICATE

DEL GLOBAL TECHNOLOGIES CORP.

This certifies that _____, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement dated as of September 10, 2001, (as amended, the "Rights Agreement"), between Del Global Technologies Corp., a New York corporation (the "Company"), and Mellon Investor Services LLC (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M., New York time, on September 30, 2003 at the office of the Rights Agent designated for such purpose, or at the office of its successor as Rights Agent, one fully paid and non-assessable share of Common Stock, par value \$0.10 per share (the "Common Shares"), of the Company, at an Exercise Price of \$25.00 per Common Share (the "Exercise Price"), upon presentation and surrender of this Rights Certificate with the Form of Election to Purchase and related Certificate duly executed. The number of Rights evidenced by this Rights Certificate (and the

* The portion of the legend in bracket shall be inserted only if applicable and shall replace the preceding sentence.

number of Common Shares which may be purchased upon exercise hereof) set forth above are the number and Exercise Price as of September 17, 2001, based on the Common Shares as constituted at such date. As provided in the Rights Agreement, the Exercise Price and the number and kind of Common Shares or other securities which may be purchased upon the exercise of the Rights evidenced by this Rights Certificate are subject to modification and adjustment upon the happening of certain events.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Rights Certificates, which limitations of rights include the temporary suspension of the exercisability of such Rights under the specific circumstances set forth in the Rights Agreement. Copies of the Rights Agreement are on file at the principal executive offices of the Company and the above-mentioned office of the Rights Agent.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Rights Certificate (i) may be redeemed by the Company, at its option, at a redemption price of \$0.01 per Right or (ii) may be exchanged by the Company in whole or in part for Common Shares, substantially equivalent rights or other consideration as determined by the Company.

This Rights Certificate, with or without other Rights Certificates, upon surrender at the office of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate amount of securities as the Rights evidenced by the Rights Certificate or Rights Certificates surrendered shall have entitled such holder to purchase. If this Rights Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

No fractional portion of less than one Common Share will be issued upon the exercise of any Right or Rights evidenced hereby but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to

vote or receive dividends or be deemed for any purpose the holder of the Common Shares or of any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal. Dated as of _____, _____.

ATTEST: DEL GLOBAL TECHNOLOGIES CORP.

By: Its: Secretary
By: Its:

MELLON INVESTOR SERVICES LLC, Rights Agent

By:
Its:

EXHIBIT A

Form of Reverse Side of Rights Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Rights Certificate)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please print name and address of transferee)

this Rights Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer the within Rights Certificate on the books of the within named Company, with full power of substitution.

Dated: _____, ____

Signature

Signature Guaranteed:

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes that:

(1) this Rights Certificate [] is [] is not being sold, assigned and transferred by or on behalf of a Person who is or was an Acquiring Person, or an Affiliate or Associate of any such Person (as such terms are defined in the Rights Agreement);

(2) after due inquiry and to the best knowledge of the undersigned, it [] did [] did not acquire the Rights evidenced by this Rights Certificate from any Person who is, was or subsequently became an Acquiring Person or an Affiliate or Associate of any such Person.

Dated: _____, ____

Signature

Signature Guaranteed:

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

Form of Reverse Side of Rights Certificate -- continued

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise the Rights Certificate)

To: _____

The undersigned hereby irrevocably elects to exercise _____
Rights represented by this Rights Certificate to purchase the number of Common
Shares issuable upon the exercise of such Rights and requests that certificates
for such number of Common Shares issued in the name of:

Please insert social security or other identifying number

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Rights
Certificate, a new Rights Certificate for the balance remaining of such Rights
shall be registered in the name of and delivered to:

Please insert social security or other identifying number

(Please print name and address)

Dated: _____, ____

Signature

Signature Guaranteed:

Signatures must be guaranteed by a member firm of a registered national
securities exchange, a member of the National Association of Securities Dealers,
Inc., or a commercial bank or trust company having an office or correspondent in
the United States.

CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes
that:

(1) the Rights evidenced by this Rights Certificate [] are [] are
not being exercised by or on behalf of a Person who is or was an Acquiring
Person or an Affiliate or Associate of any such Person (as such terms are
defined in the Rights Agreement);

(2) after due inquiry and to the best knowledge of the undersigned,
it [] did [] did not acquire the Rights evidenced by this Rights Certificate
from any Person who is, was or subsequently became an Acquiring Person or an
Affiliate or Associate of any such Person.

Dated: _____, ____

Signature

Signature Guaranteed:

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

Form of Reverse Side of Rights Certificate -- continued

NOTICE

The signature in the foregoing Forms of Assignment and Election must conform to the name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.

ATTACHMENT 2

EXHIBIT B

RIGHTS AGREEMENT
DEL GLOBAL TECHNOLOGIES CORP.
Summary of Rights

Distribution Date; Transfer of
Rights; Rights Certificates:

Pursuant to a Rights Agreement (as amended, the "Rights Agreement"), the Board of Directors has declared a dividend of one Right for each share of Common Stock of Del Global Technologies Corp. (the "Company") outstanding. Prior to the Distribution Date referred to below, the Rights will be evidenced by and trade with the certificates for the Common Stock. After the Distribution Date, the Company will mail Rights certificates to the Company's shareholders and the Rights will become transferable apart from the Common Stock.

Distribution Date:

Rights will separate from the Common Stock and become exercisable following (a) the tenth business day (or such later date as may be determined by the Company's Board of Directors) after a person or group (other than those exempted under the Rights Agreement) acquires beneficial ownership of 20% or more of the Company's Common Stock or (b) the tenth business day (or such later date as may be determined by the Company's Board of Directors) after a person or group announces a tender or exchange offer, the consummation of which would result in ownership by a person or group of 20% or more of the Company's Common Stock.

Common Stock Purchaseable
upon Exercise of Rights:

After the Distribution Date, but before an acquiror obtains 20% or more of the Company's Common Stock, each Right will entitle the holder to purchase for \$ 25.00 (the "Exercise Price"), one share of the Company's Common Stock.

Flip-In:

If an acquiror, other than those exempted under the Rights Agreement, obtains 20% or more of the Company's Common Stock (an "Acquiring Person"), then each Right (other than Rights owned by an Acquiring Person or its affiliates) will entitle the holder thereof to purchase, for the Exercise Price, a number of shares of the Company's Common Stock having a then-current market value of twice the Exercise Price. For example, at an exercise of \$25 per Right, each Right not owned by an Acquiring Person (or by certain related parties) following an event set forth in this paragraph would entitle its holder to purchase \$50 worth of Common Stock (or other consideration, as noted above) for \$25. Assuming that the Common Stock had a per share market value of \$5 at such time, the holder of each valid Right would be entitled to purchase 10 shares of Common Stock with a cumulative value of \$50.

Flip-Over:

If, after an Acquiring Person obtains 20% or more of the Company's Common Stock, (a) the Company merges into another entity, (b) an acquiring entity merges into the Company or (c) the Company sells more than 50% of the Company's assets or earning power, then each Right (other than Rights owned by an Acquiring Person or its affiliates) will entitle the holder thereof to purchase, for the Exercise Price, a number of shares of Common Stock of the person engaging in the transaction having a then current market value of twice the Exercise Price.

Exchange Provision:

At any time after the date on which an Acquiring Person obtains 20% or more of the Company's Common Stock and prior to the acquisition by the Acquiring Person of 50% of the outstanding Common Stock, the Board of Directors of the Company may exchange the Rights (other than Rights owned by the Acquiring Person or its affiliates), in whole or in part, for shares of Common Stock of the Company at an exchange ratio

of one share of Common Stock per Right (subject to adjustment).

Redemption of the Rights:

Rights will be redeemable at the Company's option for \$0.01 per Right at any time on or prior to the tenth day (or such later date as may be determined by the Company's Board of Directors) after public announcement that a Person has acquired beneficial ownership of 20% or more of the Company's Common Stock (the "Shares Acquisition Date").

Expiration of the Rights:

The Rights expire on the earliest of September 30, 2003 or redemption or exchange of the Rights as described above.

Amendment of Terms of Rights:

The terms of the Rights and the Rights Agreement may be amended in any respect without the consent of the Rights holders on or prior to the Distribution Date; thereafter, the terms of the Rights and the Rights Agreement may be amended without the consent of the Rights holders in order to cure any ambiguities or to make changes which do not adversely affect the interests of Rights holders (other than the Acquiring Person).

Voting Rights:

Rights will not have any voting rights.

Anti-Dilution Provisions:

Rights will have the benefit of certain customary anti-dilution provisions.

Taxes:

The Rights distribution should not be taxable for federal income tax purposes. However, following an event which renders the Rights exercisable or upon redemption of the Rights, shareholders may recognize taxable income.

The foregoing is a summary of certain principal terms of the Rights Agreement, as amended. It may be further amended from time to time. A copy of the Rights Agreement was filed with the Securities and Exchange Commission ("SEC") as an Exhibit to a Registration Statement on Form 8-A dated September 10, 2001. A copy of the Rights Agreement is available free of charge from the Company.

FOR IMMEDIATE RELEASE

DEL GLOBAL TECHNOLOGIES' BOARD OF DIRECTORS
TERMINATES SHAREHOLDER RIGHTS PLAN AND AMENDS COMPANY BY-LAWS

COMPANY PROVIDES FOURTH QUARTER OUTLOOK

VALHALLA, NY - July 29, 2003 -- Del Global Technologies Corp. (DGTC) ("Del Global" or "the Company") today announced that its Board of Directors voted to terminate the Company's current shareholder rights plan. The plan will be terminated by changing its 2011 expiration date to September 30, 2003, while the Board retains the right to adopt a new plan at a future date in the event of changed circumstances. In addition, the Board has amended the Company's By-laws, reinstating the right of stockholders to call a special meeting. This amendment allows stockholders who own 25% of Del Global's stock to call a special meeting, which must be held within 60 days of notice. This By-law amendment may not be changed again without stockholder approval.

Gerald M. Czarnecki, Del Global's Chairman of the Board, stated, "We believe that the termination of the shareholder rights plan -- or, what is commonly referred to as the 'poison pill' -- and the amendment of Del Global's By-laws reflect the Board's commitment to good corporate governance and is consistent with the platform upon which this Board was elected".

The Company noted that the termination of the shareholder rights plan was not in response to any current discussions regarding the sale of Del Global or its businesses.

In addition, the Board has approved the reimbursement of approximately \$368,000 in expenses incurred by Steel Partners II, L.P., Henry Partners and Matthew Partners (and their affiliates) in connection with the solicitation of proxies related to the recent successful effort by these entities to elect Steel's nominees to Del Global's Board of Directors. The intention of these entities to seek such reimbursement was included in the Proxy Statement that Steel sent to Del Global's shareholders. Del Global will record a charge in the current fourth quarter of fiscal 2003 to reflect this reimbursement. In addition to the Steel reimbursement, the Company expects to recognize a total of up to approximately \$500,000 of costs in connection with the proxy solicitation and shareholder meeting, approximately \$300,000 of which were incurred in the third quarter of fiscal 2003, and the balance of which it expects to recognize in the current fourth quarter of fiscal 2003.

Q4 OUTLOOK

Del Global expects sales of approximately \$24 million for the fiscal fourth quarter ending August 1, 2003 versus sales of \$27.4 million in the fourth quarter of fiscal 2002; expected sales for the 2003 fourth quarter also represent a decline versus previous sales expectations. Sales for fiscal 2003 are now expected to approximate fiscal 2002 sales of \$98 million.

The decline in fourth quarter sales versus previous expectations is due primarily to the delay of previously scheduled releases under certain purchase orders from Power Conversion Group customers. This expected sales decline is also due to the previously announced decision of a large Power Conversion Group customer to shift to in-house production. The loss of this customer's contract assembly business is a factor that will also impact fiscal

year 2004 sales in general, but Del Global's Power Conversion Group has been developing a stronger base of proprietary business. In addition, the Company is experiencing moderately lower sales at the Medical Systems Group, with both continued sales sluggishness in the overseas markets and some softness in domestic sales.

Although the Company had expected to return to operating profitability in the fourth quarter of fiscal 2003 (absent certain unbudgeted expenses), as a result of this sales shortfall and the recognition of proxy and related costs, Del Global now expects to report an operating loss in the fourth quarter of fiscal 2003.

Del Global Technologies Corp. is primarily engaged in the design, manufacture and marketing of cost-effective medical imaging and diagnostic systems consisting of stationary and portable x-ray systems, radiographic/fluoroscopic systems, dental imaging systems and proprietary high-voltage power conversion subsystems for medical and other critical industrial applications. Industrial applications for which Del Global supplies power subsystems include airport explosives detection, analytical instrumentation, semiconductor capital equipment and energy exploration.

Statements about future results made in this release may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on current expectations and the current economic environment. The Company cautions that these statements are not guarantees of future performance. They involve a number of risks and uncertainties that are difficult to predict including, but not limited to, the ability of the Company to implement its business plan, retention of management, changing industry and competitive conditions, obtaining anticipated operating efficiencies, securing necessary capital facilities, favorable determinations in various legal and regulatory matters, including a settlement of the Department of Defense investigation on terms that the Company can afford and that does not include a debarment from doing business with the US Government, and favorable general economic conditions. Actual results could differ materially from those expressed or implied in the forward-looking statements. Important assumptions and other important factors that could cause actual results to differ materially from those in the forward-looking statements are specified in the Company's filings with the Securities and Exchange Commission.

CONTACT:

Del Global Technologies Corp.
Samuel E. Park, President & Chief Executive Officer
Thomas V. Gilboy, Chief Financial Officer
(914) 686-3600

INVESTOR RELATIONS:

The Equity Group Inc.
Devin Sullivan (212) 836-9608
Adam Prior (212) 836-9606