

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): October 7, 2003

Dynamic Materials Corporation  
(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction of Incorporation)

0-8328  
(Commission File Number)

84-0608431  
(I.R.S. Employer  
Identification Number)

(303) 655-5700  
(Registrant's Telephone Number, Including Area Code)

5405 Spine Road, Boulder, Colorado  
(Address of Principal Executive Offices)

80301  
(Zip Code)

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

Items 1, 3 through 6 and 8 through 12 are inapplicable and have been omitted.

Item 2. Acquisition or Disposition of Assets

Dynamic Materials Corporation, ("DMC"), announced on October 8, 2003 that it has completed the sale of its Precision Machined Products Division ("PMP") to Silvertip, L.L.C. ("Silvertip"). PMP is a contract machining shop specializing in high precision, high quality, complex machined parts used in the aerospace, satellite, medical equipment and high technology industries.

Pursuant to an Asset Purchase Agreement between DMC and Silvertip dated October 7, 2003, DMC sold the assets that constitute PMP for a sales price of \$580,000. The sales price is being financed by DMC through the issuance of a promissory note payable over a 2-1/2 year period.

The sales price was determined pursuant to arms-length negotiations between DMC and Silvertip. Silvertip is a private company unaffiliated with DMC and is a majority owned subsidiary of Mistequay Group. Ltd., Saginaw, Michigan.

Copies of the Asset Purchase Agreement and of a press release relating to the disposition are attached as exhibits hereto and are incorporated by reference herein.

Item 7. Financial Statements and Exhibits

(b) Pro Forma Financial Information

DYNAMIC MATERIALS CORPORATION  
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The unaudited pro forma condensed consolidated balance sheet as of June 30, 2003 gives effect to the sale of PMP as if it had occurred on June 30, 2003. The unaudited pro forma condensed consolidated statements of operations for the six months ended June 30, 2003 and the fiscal year ended December 31, 2003 give effect to the sale of PMP as if it had occurred at the beginning of each of the periods presented.

Pro forma financial statements require the presentation of earnings from continuing operations after income tax but before discontinued operations, extraordinary items, and cumulative effect of a change in accounting principle. Therefore, the cumulative effect of a change in accounting principle of \$2,318,108, net of taxes, related to goodwill impairment under SFAS 142 included in the historical consolidated statement of operations for the fiscal year ended

December 31, 2002 has been omitted.

The unaudited pro forma condensed consolidated financial information has been prepared and should be read in conjunction with the historical consolidated financial statements and related notes thereto of DMC, the "Management's Discussion and Analysis of Financial Condition and

Results of Operations" included in DMC's Annual Report on Form 10-K for the fiscal year ended December 31, 2002 and DMC's Quarterly Report on Form 10-Q as of June 30, 2003 filed with the Securities and Exchange Commission ("SEC").

Unaudited pro forma condensed financial information is presented for illustrative purposes only and is not necessarily indicative of the results that actually would have been realized had the assets been sold during these periods. Additionally, the future consolidated financial position and results of operations will differ, perhaps significantly, from the pro forma amounts reflected herein because of a variety of factors, including access to additional information and changes in values not currently identified due to post-closing adjustments and reconciliation, which could result in adjustment to, among other items, the ultimate loss in connection with the sale of PMP.

To the extent that this pro forma financial information is forward looking, it is made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The forward-looking statements reflect assumptions and involve a number of risks and uncertainties, which may be beyond the Company's control, including the risks detailed from time to time in DMC's SEC reports, including the report on Form 10-K for the fiscal year ended December 31, 2002.

DYNAMIC MATERIALS CORPORATION  
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET  
AS OF JUNE 30, 2003

<TABLE>  
<CAPTION>

<S> ASSETS	Dynamic Materials <C>	Sale of PMP(1) <C>	Pro Forma Adjustments <C>	Pro Forma Balance <C>
<b>CURRENT ASSETS:</b>				
Cash and cash equivalents	\$ 1,253,070	\$ -	\$ -	\$ 1,253,070
Accounts receivable	7,421,211	-	-	7,421,211
Inventories	7,985,918	(275,198)	-	7,710,720
Prepaid expense and other	1,103,395	(12,181)	-	1,091,214
Current deferred tax asset	315,500	-	-	315,500
Total current assets	18,079,094	(287,379)	-	17,791,715
PROPERTY, PLANT AND EQUIPMENT, net	15,633,239	(1,431,187)	-	14,202,052
RESTRICTED CASH AND SHORT TERM INVESTMENTS	191,202	-	-	191,202
GOODWILL, net	847,076	-	-	847,076
INTANGIBLE ASSETS, net	78,168	-	-	78,168
OTHER ASSETS	261,222	-	-	261,222
NOTE RECEIVABLE	-	-	580,000	580,000
ASSETS SOLD	-	1,718,566	(1,718,566)	-
TOTAL ASSETS	\$35,090,001	\$ -	\$ (1,138,566)	\$33,951,435

</TABLE>

DYNAMIC MATERIALS CORPORATION  
 UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET  
 AS OF JUNE 30, 2003

<TABLE>  
 <CAPTION>

<S>	Dynamic Materials <C>	Sale of PMP(1) <C>	Pro Forma Adjustments <C>	Pro Forma Balance <C>
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Accounts payable	\$ 3,606,907	\$ -	\$ -	\$ 3,606,907
Accrued expenses	2,841,873	-	88,000 4	2,929,873
Current maturities of long-term debt	2,133,666	-	-	2,133,666
	-----	-----	-----	-----
Total current liabilities	8,582,446	-	88,000	8,670,446
LONG-TERM DEBT	9,409,622	-	-	9,409,622
NET DEFERRED TAX LIABILITIES	441,991	-	-	441,991
DEFERRED GAIN ON SWAP TERMINATION	42,562	-	-	42,562
OTHER LONG-TERM OBLIGATIONS	97,676	-	-	97,676
	-----	-----	-----	-----
Total liabilities	18,574,297	-	88,000	18,662,297
STOCKHOLDERS' EQUITY				
Common stock	253,648	-	-	253,648
Additional paid-in capital	12,395,588	-	-	12,395,588
Retained earnings	3,312,140	-	(1,226,566) 3	2,085,574
Other cumulative comprehensive income	554,328	-	-	554,328
	-----	-----	-----	-----
Total stockholder's equity	16,515,704	-	(1,226,566)	15,289,138
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 35,090,001	\$ -	\$ (1,138,566)	\$ 33,951,435
	=====	=====	=====	=====

</TABLE>

See the accompanying Notes to Unaudited Pro Forma Condensed Financial Statements

DYNAMIC MATERIALS CORPORATION  
 UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS  
 FOR THE SIX MONTHS ENDED JUNE 30, 2003

<TABLE>  
 <CAPTION>

<S>	Dynamic Materials <C>	Sale of PMP(1) <C>	Pro Forma Adjustments <C>	Pro Forma Results <C>
NET SALES	\$ 20,996,841	\$ (1,091,772)	\$ -	\$ 19,905,069
COST OF PRODUCTS SOLD	16,283,738	(1,360,026)	-	14,923,712
	-----	-----	-----	-----

-

	Gross profit	4,713,103	268,254	-	4,981,357
EXPENSES:					
	General and administrative	2,033,813	(77,267)	-	1,956,546
	Selling expense	1,501,499	-	-	1,501,499
-		-----	-----	-----	-----
		3,535,312	(77,267)	-	3,458,045
-		-----	-----	-----	-----
	INCOME FROM OPERATIONS	1,177,791	345,521	-	1,523,312
	Other expense, net	38	-	-	38
	Interest expense	(275,012)	-	-	(275,012)
	Interest income	1,628	-	-	1,628
-		-----	-----	-----	-----
	Income before income taxes	904,445	345,521	-	1,249,966
	INCOME TAX PROVISION	(355,332)	-	(134,753)	(490,085)
-		-----	-----	-----	-----
	NET INCOME	\$ 549,113	\$ 345,521	\$ (134,753)	\$ 759,881
		=====	=====	=====	=====
	NET INCOME PER SHARE - BASIC	\$ 0.11			\$ 0.15
		=====			=====
	NET INCOME PER SHARE - DILUTED	\$ 0.11			\$ 0.15
		=====			=====
	WEIGHTED AVERAGE SHARES				
	OUTSTANDING:				
	BASIC	5,061,390			5,061,390
		=====			=====
	DILUTED	5,078,785			5,078,785
		=====			=====

</TABLE>

See the accompanying Notes to Unaudited Pro Forma Condensed Financial Statements

DYNAMIC MATERIALS CORPORATION  
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2002

<TABLE>					
<CAPTION>					
		Dynamic		Pro Forma	Pro Forma
		Materials	Sale of PMP(1)	Adjustments	Results
<S>		<C>	<C>	<C>	<C>
	NET SALES	\$ 45,657,569	\$ (1,771,673)	\$ -	\$ 43,885,896
	COST OF PRODUCTS SOLD	34,191,224	(2,269,792)	-	31,921,432
-		-----	-----	-----	-----
	Gross profit	11,466,345	498,119	-	11,964,464
EXPENSES:					
	General and administrative	4,090,103	(342,310)	-	3,747,793
	Selling expense	2,537,486	(29,158)	-	2,508,328
-		-----	-----	-----	-----
		6,627,589	(371,468)	-	6,256,121
-		-----	-----	-----	-----
	INCOME FROM OPERATIONS	4,838,756	869,587	-	5,708,343
	Other income (expense), net	(52,037)	(388)	-	(52,425)
	Interest expense	(693,230)	-	-	(693,230)
	Interest income	4,101	-	-	4,101

-		-----	-----	-----	-----
	Income before income taxes and cumulative effect of a change in accounting principle	4,097,590	869,199	-	4,966,789
	INCOME TAX PROVISION	(1,609,353)	-	(338,988)	5 (1,948,341)
		-----	-----	-----	-----
-					
	INCOME BEFORE CUMULATIVE EFFECT OF A CHANGE IN ACCOUNTING PRINCIPLE	\$ 2,488,237	\$ 869,199	\$ (338,988)	\$ 3,018,448
		=====	=====	=====	=====
	INCOME PER SHARE - BASIC:				
	Income before cumulative effect of a change in accounting principle	\$ 0.49			\$ 0.60
		=====			=====
	INCOME PER SHARE - DILUTED:				
	Income before cumulative effect of a change in accounting principle	\$ 0.49			\$ 0.59
		=====			=====
	WEIGHTED AVERAGE SHARES				
	OUTSTANDING:				
	BASIC	5,042,382			5,042,382
	DILUTED	5,087,051			5,087,051
	</TABLE>				

See the accompanying Notes to Unaudited Pro Forma Condensed Financial Statements

DYNAMIC MATERIALS CORPORATION  
NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Represents the elimination of the PMP assets sold and the elimination of the PMP operating results.
2. Represents the promissory note received as total consideration for the sale of the PMP assets.
3. Represents the estimated pretax loss had the sale of PMP occurred on June 30, 2003.
4. This amount reflects the estimated costs associated with the sales transaction.
5. Represents a tax adjustment to reverse the tax benefit associated with PMP's operating loss.

(c) Exhibits

10.1 Asset Purchase Agreement for Precision Machined Products between Dynamic Materials Corporation and Silvertip, L.L.C. dated October 7, 2003.

99.1 Press Release dated October 8, 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 thereunto duly authorized.

DYNAMIC MATERIALS CORPORATION

By: /s/ Richard A. Santa  
-----  
Name: Richard A. Santa  
Title: Vice President and Chief Financial  
Officer

Dated: October 22, 2003

INDEX TO EXHIBITS

Number	Description
10.1	Asset Purchase Agreement for Precision Machined Products between Dynamic Materials Corporation and Silvertip, L.L.C. dated October 7, 2003.
99.1	Press Release dated October 8, 2003.

ASSET PURCHASE AGREEMENT  
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THIS AGREEMENT made the 7th day of October, 2003, by and between the Seller, DYNAMIC MATERIALS CORPORATION, a Delaware Corporation, of 5405 Spine Road, Boulder, Colorado 80301, ("DMC"), and the Purchaser, SILVERTIP, L.L.C., a Michigan limited liability company, of 5195 Hampton Place, Saginaw, Michigan 48604 ("Buyer"). DMC and Buyer may also be collectively referred to as "the parties".

1. Assets to Be Purchased. DMC agrees to sell to Buyer and Buyer agrees to purchase from DMC, all of the following property, assets and rights utilized in the business commonly known as Precision Machined Products (the "Business"), wherever located: all personal and fixture property of every kind and nature, including, without limitation, all goods (including equipment and any replacements and accessions thereto) and insurance claims and proceeds and use of the trade name "Precision Machined Products" (it being understood that DMC has not registered the trade name Precision Machined Products and makes no representations or warranties of any kind with respect to the use of such trade name); provided, however, that inventory, cash and accounts receivable are specifically excluded and further, provided, that the parties agree that Buyer is not acquiring any interest in equipment leased by DMC and used in the Business (all of the foregoing assets used in the Business being transferred to Buyer are hereinafter referred to collectively as the "Assets"). The Assets will be more fully described on Exhibit A annexed hereto, to be updated no later than twenty (20) days after closing.

2. Purchase Price/Terms of Payment. The purchase price for the Assets shall be FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000.00). At close, Buyer shall execute and deliver to DMC, a Promissory Note (the "Note") for the full purchase price, which Note shall provide as follows:

Interest Rate:	2 1/2% per annum for the first six months, thereafter, 5% per annum
Note Term:	2-1/2 years (30 months)
Interest & Payment Commencement Date:	Interest only for the first six months payable monthly in arrears, thereafter principal and interest payable monthly in arrears
Monthly Payment of Principal:	\$17,500 (months 6 through 29)
Balloon Payment:	\$160,000 (month 30)

Interest shall accrue on the outstanding balance of the Note and shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed, all as more fully provided for in the Note. Buyer shall be responsible for payment of all applicable sales and use taxes. The Note shall be secured by a Security Agreement and UCC-1 Financing Statement covering all Assets, other than inventory. Buyer shall have the right to sell any of the Assets during the Note term with the prior written consent of DMC; provided however, that all proceeds of sale are applied to the outstanding amount due under the Note and provided, further, that the proceeds of sale are at least equal to the fair market value of the Assets being sold as determined by DMC in its sole discretion. Buyer shall have the right to further pledge the Assets for security to third parties with the prior written consent of DMC; provided however, that DMC shall retain a first position and any such third party shall be required to enter into an intercreditor and subordination agreement in form and substance satisfactory to DMC.

"AS IS" Sale of Assets. BUYER REPRESENTS THAT BUYER INSPECTED THE ASSETS AND AGREES THAT EXCEPT, AS EXPRESSLY SET FORTH BELOW WITH RESPECT TO TITLE, DMC HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF SUCH ASSETS, THEIR DURABILITY,

THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR CONDITION, THEIR CAPACITY, THEIR OPERATION, THEIR PERFORMANCE, THEIR DESIGN, THEIR MATERIALS, THEIR WORKMANSHIP AND/OR THEIR QUALITY. BUYER IS PURCHASING THE ASSETS "AS IS". DMC SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY ASSET SOLD UNDER THIS AGREEMENT OR THE USE OR MAINTENANCE THEREOF OR ANY DEFECT THEREIN, THE FAILURE OF OPERATION THEREOF, OR ANY REPAIR, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL DMC BE LIABLE FOR ANY DAMAGES WHICH MAY BE ASSESSED AGAINST BUYER IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT. DMC MAKES NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT FOR TAX OR ACCOUNTING PURPOSES. DMC MAKES NO WARRANTY AS TO THE COMPLIANCE OF THE ASSETS WITH APPLICABLE

Buyer acknowledges that the business is currently operated on premises leased from a third party located at 1017 Smithfield Drive, Fort Collins, Colorado 80524, which lease is prepaid through and expires on November 30, 2003. In consideration of the sum of ONE DOLLAR (\$1.00) paid to DMC by Buyer, Buyer shall have the right to occupy the leased premises through November 30, 2003, and be entitled to all other rights and privileges granted DMC under the lease arrangement; provided, however, that it shall be the responsibility of Buyer to obtain the written consent of the landlord to the occupation and use of the leased premises by Buyer. All obligations and duties under the lease arrangement shall remain the responsibility of DMC, excepting however, utilities and insurance from date of close through November 30, 2003, which shall be assumed by Buyer and further excepting that Buyer shall assume all responsibility and obligations with regard to the environmental condition of the leased premises as of the date of close.

3. Representations, Warranties and Covenants of DMC. DMC represents and warrants the following to be true:

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a) Corporate. DMC has the power and authority to perform its obligations under this Agreement, which shall be binding upon and enforceable against DMC in accordance with its terms. DMC is a duly organized Delaware Corporation, validly existing and in good standing under the laws of the State of Delaware, and is validly authorized to conduct business in Delaware and to consummate the transaction contemplated by this Agreement. DMC has the power to own its property and to carry on its business as and where its business is now conducted.

b) Title. DMC has good and marketable title to the Assets except for liens in favor of Wells Fargo Business Credit which liens shall be released as soon as practicable. DMC, for itself and its successors and assigns, covenants and agrees to and with Buyer to warrant and defend both title to the Assets and the sale of the Assets conveyed hereunder against all and every person whomever.

c) Absence of Liens. DMC represents and warrants that the Assets conveyed hereunder are free and clear of all liens, encumbrances, and third-party interests, except liens in favor of Wells Fargo Business Credit.

d) Violation/Breach. The execution and/or performance of this Agreement, or any other documents to be executed in accordance herewith, will not violate in any material respect any laws, statutes, local ordinances, state or federal regulations, court or administrative orders or rulings applicable to DMC, nor is the execution and/or performance of this Agreement, or any other documents to be executed in accordance herewith, in violation of any material condition or material restriction in effect for any for material financing or material loan document, whether secured or unsecured to which DMC is a party or by which DMC is bound.

e) Environmental Report. DMC has delivered to Buyer a copy of the Report of a Phase I Environmental Site Assessment prepared for Precision Machine Products and dated October, 1998.

4. Representations, Warranties and Covenants of Buyer. Buyer makes the following representations, warranties and covenants:

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a) Name . Buyer is a validly existing limited liability company duly organized under the laws of the State of Michigan. Buyer will qualify to do business in the State of Colorado within twenty (20) days of the date hereof. Buyer agrees to give DMC at least twenty (20) days' prior written notice of any change of its name, address, or state of organization.

b) Authority. Buyer the power and authority to own its assets, to conduct its business as now being

conducted and to perform its obligations under this Agreement, which shall be binding upon and enforceable against Buyer accordance with its terms. Buyer is authorized to consummate the transaction contemplated by this Agreement, to deliver this Agreement and the documents and instruments to be delivered herewith.

c) Location of Assets. Buyer hereby represents that the Assets shall be owned by it and held at the leased premises located at 1017 Smithfield Drive, Fort Collins, Colorado 80524. Buyer agrees to give DMC at least twenty (20) days' prior written notice of any change in the ownership or location of the Assets.

d) Solvency. Buyer hereby represents and warrants that it is solvent as of the date hereof and, after giving effect to the transactions contemplated by this Agreement, will be solvent, will have assets in excess of liabilities and will be generally able to pay its debts as they become due in the ordinary course.

e) Violation/Breach. The execution and/or performance of this Agreement, or any other documents to be executed in accordance herewith, will not violate in any material respect any laws, statutes, local ordinances, state or federal regulations, court or administrative orders or rulings applicable to Buyer, nor is the execution and/or performance of this Agreement, or any other documents to be executed in accordance herewith, in violation of any material condition or material restriction in effect for any for material financing or material loan document, whether secured or unsecured to which Buyer is a party or by which Buyer is bound.

5. Close/Closing Documents/Possession. Close shall take place at a place mutually agreed upon by the parties, on or before October 7, 2003. At close, each party shall execute and deliver to the appropriate party or entity, any and all documents required to consummate the transaction contemplated by this Agreement, to include, but not by way of limitation, Bill of Sale, Note, Security Agreement, UCC-1 Financing Statement, Resolution(Buyer), Corporate Resolution (DMC), Certificate of Good Standing (DMC), and applicable sales tax forms. Possession of the Assets shall be given to Buyer immediately following close. All risk of loss shall be borne by DMC until final sale is closed, and thereafter by Buyer, provided however, that Buyer shall, at his sole discretion, have the right to terminate this Agreement, upon notice to DMC, if the Assets are materially damaged at any time prior to close, and, prior to close the damage cannot reasonably be repaired upon payment of the sums available by insurance settlement.

6. Right to Assign. This Agreement and the covenants herein contained shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, representatives, successors, and assigns; provided, however, that Buyer may not assign this Agreement without the prior written consent of DMC, which consent shall not be unreasonably withheld.

7. Representations, Warranties and Covenants to Survive Close. Except to the extent that the rights and duties of the parties are altered by the documents executed at time of close, the agreement of the parties with respect to all matters addressed in this Agreement shall survive close.

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8. Default. In the event either DMC or Buyer shall default in the performance of their obligations herein, the non-defaulting party may: (a) specifically enforce the terms hereof; and (b) pursue such other remedies as are available at law. All rights shall be cumulative.

9. Notices. Except for any notice required under applicable law to be given in another manner, any notice or demand required or permitted to be given pursuant to this Agreement shall be deemed effective only if in writing and delivered either personally or by certified mail, postage fully prepaid, return receipt requested, or by ordinary mail with proof of mailing, to the appropriate party at the addresses listed on page one (1) of this Agreement, or to such other address as may be designated by any party, from time to time, in writing and in conformity with the terms of this Section. Additionally, a copy of any notice to Buyer shall also be furnished to James J. Shinnors of Shinnors & Cook, P.C., Attorneys at Law, 5195 Hampton Place, Saginaw, Michigan 48604-9576, via regular first-class mail.

10. Covenant of Further Assurances. The parties covenant, each with the other, and their respective heirs, administrators, representatives,

successors, and assigns, that each party shall, at any time and at all times hereafter, upon reasonable request, make, do, execute and/or deliver all such other and further reasonable assurances, acts, deeds, documentation, and things as in the opinion of competent counsel may be necessary or proper to effectuate the intentions of the parties and complete this transaction.

11. General Construction/Miscellaneous. This Agreement and all other documentation executed in accordance herewith shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Michigan. The individual executing this Agreement on behalf of DMC represents that he is authorized to execute this Agreement and bind the Corporation. Words of any gender shall be held to include the other gender and the words in the singular number shall be held to include the plural when the context so requires. Unless the context clearly indicates to the contrary, time shall be deemed to be of the essence in the interpretation of this Agreement. In the event the time for performance of any act falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended through the next business day. Section titles have been utilized for convenience and are not part of this Agreement or interpretive of any of its language or intent. This Agreement, together with Exhibit A, the Bill of Sale, Note and Security Agreement, sets forth the entire agreement of the parties on the subjects contained herein. All prior agreements between the parties on those subjects have been merged herein. Each party acknowledges that they have not agreed to, or relied on any representation, inducement, or condition not expressly set forth in this Agreement, Exhibit A, the Bill of Sale, Note and Security Agreement. No modification of this Agreement shall be effective unless in writing and executed by all parties. The invalidation or unenforceability of one or more of the provisions of this Agreement shall not affect the validity of the remaining provisions. No provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the Agreement or its provisions.

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed the day and year first written.

Witnesses:

Signed and Sealed:

DYNAMIC MATERIALS CORPORATION, a Delaware Corporation, Seller

-----  
(As To Seller Only)

By: RICHARD A. SANTA  
Its: Vice President, Secretary, and Chief  
Financial Officer

-----  
(As To Seller Only)

SILVERTIP, L.L.C., a  
Michigan Limited Liability Corporation

-----  
(As To Purchaser Only)

-----  
By: R. James Paas  
Its: Member

-----  
(As To Purchaser Only)

[GRAPHIC OMITTED]

For Immediate Release

Contact: Richard A. Santa  
Vice President and Chief Financial Officer  
303-604-3938

DMC ANNOUNCES SALE OF PRECISION MACHINED PRODUCTS

(Boulder, CO - October 8, 2003) Dynamic Materials Corporation, (NASDAQ: BOOM), "DMC", today announced that it has completed the sale of its Precision Machined Products Division ("PMP") to Silvertip, L.L.C., a majority owned subsidiary of Mistequay Group. Ltd., Saginaw, Michigan. The sales price was \$580,000 and is being financed by DMC through the issuance of a promissory note payable over a 2-1/2 year period. DMC will record a loss on the sale of PMP, which could exceed \$1.5 million on a pre-tax basis, and will report the loss associated with this transaction in its September 30, 2003 financial statements. Previously, in an August 7, 2003 press release, DMC had announced that PMP was continuing to incur significant operating losses and that management and the Company's Board of Directors would be considering alternatives with respect to PMP, including the potential sale or closure of the business.

Based in Boulder, Colorado, Dynamic Materials Corporation is a leading metalworking company, and its products include explosion bonded clad metal plates and other metal fabrications for the petrochemical, chemical processing, satellite/launch vehicle, commercial aircraft, defense and a variety of other industries.

For more information on Dynamic Materials Corporation  
visit the Company's web site at <http://www.dynamicmaterials.com>