

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): June 6, 2007

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) 665-5700
(Registrant's Telephone Number, Including Area Code)

5405 Spine Road, Boulder, Colorado 80301
(Address of Principal Executive Offices) (Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 14d-2(b) under Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.133-4(c))

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On June 6, 2007, the Compensation Committee of Dynamic Materials Corporation (the "Company") approved the grant of restricted stock under the 2006 Stock Incentive Plan (the "Plan") to the executive officers of the Company set forth below, subject to the terms of the Plan and the award agreement. A copy of the award agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The shares of restricted stock granted to executive officers vest in one-third increments on the first, second and third anniversary of the grant. The restricted shares held by such executive officers will vest immediately upon termination without cause, retirement, death or disability; however, the executive officer will forfeit such shares upon resignation or termination for cause (as defined in the award agreement).

Executive Officer	Number of Shares of Restricted Stock Granted
Yvon Cariou President and Chief Executive Officer	12,000
John Banker Vice President, Marketing and Sales, Clad Metal Division	6,000
Rick Santa Vice President, Chief Financial Officer and Secretary	6,000

On June 6, 2007, the Compensation Committee also approved the grant of restricted stock under the Plan to the non-employee directors of the Company set forth below, subject to the terms of the Plan and the award agreement. A copy of the award agreement is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The shares of restricted stock granted to non-executive directors vest on the later of (i) the date of the first annual meeting after the date of the grant or (ii) one year following the date of grant. If any director's service as a director terminates for any reason, such director will

forfeit any restricted shares that have not vested at such time.

Director	Number of Shares of Restricted Stock Granted
Richard P. Graff	3,000
Dean K. Allen	2,500
Bernard Hueber	2,500
Gerard Munera	2,500

ITEM 8.01 Other Events

On June 7, 2007, the Company issued a press release announcing that the Board of Directors of the Company had declared an annual cash dividend of \$0.15 per share. The dividend is payable on July 6, 2007, to stockholders of record as of June 22, 2007. The Company also announced that the amendment to increase the number of authorized shares of common stock to 25 million shares from 15 million shares had been approved by stockholders.

In addition, the Company announced that Richard P. Graff had been elected as a director at the Company's Annual Meeting held on June 6, 2007. Mr. Graff will serve as the chairman of the Company's audit committee. Mr. Graff is a former partner of PricewaterhouseCoopers LLP, where he served as the audit leader in the United States for the mining industry until his retirement in 2001. Since his retirement, Mr. Graff has been a consultant to the mining industry and most recently, has served as a member of a Financial Accounting Standards Board task force for establishing accounting and financial reporting guidance in the mining sector. Mr. Graff received his undergraduate degree in economics from Boston College and his post-graduate degree in accounting from Northeastern University. Mr. Graff currently serves on the board of directors of Meridian Gold Inc. and NewWest Gold Corporation.

A copy of the press release announcing the annual cash dividend, the increase in the number of authorized shares of the company's common stock and the appointment of a new director is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

(c) Exhibits.

Exhibit 10.1 Form of Executive Officer Restricted Stock Award Agreement

Exhibit 10.2 Form of Non-Executive Director Restricted Stock Award Agreement

Exhibit 99.1 Press Release, dated June 7, 2007.

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

Richard A. Santa
Vice President and Chief Financial Officer

Dated: June 12, 2007

INDEX TO EXHIBITS

Number Description

Exhibit 10.1 Form of Executive Officer Restricted Stock Award Agreement

Exhibit 10.2 Form of Non-Executive Director Restricted Stock Award Agreement

Exhibit 99.1 Press Release, dated June 7, 2007

DYNAMIC MATERIALS CORPORATION
2006 STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT

Notice of Restricted Stock Grant

Dynamic Materials Corporation (the "Company") grants to the Grantee named below, in accordance with the terms of the Dynamic Materials Corporation 2006 Stock Incentive Plan (the "Plan") and the Restricted Stock Award Agreement attached hereto (the "Agreement"), the following number of Shares of Restricted Stock (the "Restricted Stock") on the terms set forth below:

GRANTEE:	
TOTAL NUMBER OF SHARES OF RESTRICTED STOCK GRANTED:	
DATE OF GRANT:	
PERIOD OF RESTRICTION:	Subject to the Plan and the Agreement attached hereto, the Period of Restriction shall lapse, and the Restricted Stock shall vest and become free of the forfeiture and transfer restrictions contained in the Agreement in three (3) equal installments on each of the first three (3) anniversaries of the Date of Grant.

The Grantee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Agreement attached hereto subject to all of the terms and provisions thereof. The Grantee has reviewed the Plan and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Agreement and fully understands all provisions of the Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated below.

GRANTEE:	DYNAMIC MATERIALS CORPORATION:
_____	By: _____
Date: _____	Title: _____
Address: _____	Date: _____

Restricted Stock Award Agreement

Section 1. Grant of Restricted Stock. The Company hereby grants to the Grantee the Restricted Stock set forth in the Notice of Restricted Stock Grant, subject to the terms, definitions and provisions of the Plan and this Agreement. All terms, provisions, and conditions applicable to the Restricted Stock set forth in the Plan and not set forth herein are incorporated by reference. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Section 2. Termination of Continuous Service.

(a) If the Grantee's Continuous Service as an Employee is terminated for any reason other than (i) death, (ii) Disability (as defined below), (iii) Retirement (as defined below) or (iv) termination by the Company and its Subsidiaries without Cause (as defined below), the Grantee shall, for no consideration, forfeit to the Company the Shares of Restricted Stock to the extent such Shares are subject to a Period of Restriction at the time of such termination of Continuous Service. If the Grantee's Continuous Service as an Employee terminates due to the Grantee's death, Disability, Retirement, or is terminated by the Company and its Subsidiaries without Cause, while Shares of Restricted Stock are subject to a Period of Restriction, the Period of Restriction with respect to such Shares shall lapse, and the Shares shall vest and become free of the forfeiture and transfer restrictions described herein, on the date of the Grantee's termination of Continuous Service for such reason.

(b) For purposes of this Agreement, the term "Disability" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or any Subsidiary. If the Grantee's employment agreement does not define the term "Disability," or if the Grantee has not entered into an employment agreement with the Company or any Subsidiary, the term "Disability" shall mean the Grantee's entitlement to long-term disability benefits pursuant to the long-term disability plan maintained by the Company or in which the Company's employees participate.

(c) For purposes of this Agreement, the term "Retirement" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or any Subsidiary. If the Grantee's employment agreement does not define the term "Retirement," or if the Grantee has not entered into an employment agreement with the Company or any Subsidiary, the term "Retirement" shall mean termination of employment on and after age 65.

(d) For purposes of this Agreement, the term "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or any Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or any Subsidiary, the term "Cause" shall have the same meaning as provided in the Plan.

Section 3. Non-Transferability of Restricted Stock. Except as otherwise provided in the Plan and this Agreement or as determined by the Committee, the Grantee may not sell, assign, pledge, exchange, transfer, hypothecate or encumber any Shares of Restricted Stock until the Period of Restriction set forth in the Notice of Restricted Stock Grant shall lapse.

Section 4. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the Shares of Restricted Stock and may not be modified adversely to the Grantee's interest except by means of a writing signed

2

by the Company and the Grantee.

Section 5. Custody. As soon as practicable following the Date of Grant, the Shares of Restricted Stock shall be registered in the Grantee's name in certificate or book-entry form. If a certificate is issued, it shall bear an appropriate legend referring to the restrictions and it shall be held by the Company, or its agent, on behalf of the Grantee until the Period of Restriction has lapsed. If the Shares are registered in book-entry form, the restrictions shall be placed on the book-entry registration. The Grantee may be required to execute and return to the Company a blank stock power for each Restricted Stock certificate (or instruction letter, with respect to Shares registered in book-entry form), which will permit transfer to the Company, without further action, of all or any portion of the Restricted Stock that is forfeited in accordance with this Agreement.

Section 6. Voting Rights and Dividends. Except for the transfer restrictions, and subject to such other restrictions, if any, as determined by the Committee, the Grantee shall have all other rights of a holder of Shares, including the right to receive dividends paid (whether in cash or property) with respect to the Restricted Stock and the right to vote (or to execute proxies for voting) such Shares. Unless otherwise determined by the Committee, if all or part of a dividend in respect of the Restricted Stock is paid in Shares or any other security issued by the Company, such Shares or other securities shall be held by the Company subject to the same restrictions as the Restricted Stock in respect of which the dividend was paid.

Section 7. Release of Restrictions. Upon the lapse of the Period of Restriction, the Shares of Restricted Stock will be released from the restrictions. The Company or its designee will notify the Grantee in advance of the release of the restrictions and make arrangements for the form in which the released Shares will be issued to the Grantee.

Section 8. Taxes. Pursuant to Section 16 of the Plan, the Committee shall have the power and the right to deduct or withhold, or require the Grantee to remit to the Company, an amount sufficient to satisfy any applicable tax withholding requirements applicable to the Shares of Restricted Stock. The Committee may condition the delivery of such Shares upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory tax withholding rate that could be imposed on the transaction (or such other rate that will not result in a negative accounting impact). Such election shall be irrevocable, made in writing, signed by the Grantee, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

Section 9. Miscellaneous Provisions.

(a) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(b) Securities Laws. Upon the acquisition of any Shares pursuant to

settlement of Restricted Stock, the Grantee shall make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

(c) Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND

3

CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OR CHOICE OF LAW RULE OR PRINCIPLE THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

(d) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 18 and 20(b) of the Plan or as required by any applicable law may be made without such written agreement.

(e) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(f) Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended.

(h) Headings. The captions used in this Agreement are inserted for convenience and shall not be deemed a part of this Agreement for construction or interpretation.

(i) Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or by the Company forthwith to the Board or the Committee, which shall review such dispute at its next regular meeting. The resolution of such dispute by the Board or the Committee shall be final and binding on all persons.

4

DYNAMIC MATERIALS CORPORATION
2006 STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
(For Non-Employee Directors)

Notice of Restricted Stock Grant

Dynamic Materials Corporation (the "Company") grants to the Grantee named below, in accordance with the terms of the Dynamic Materials Corporation 2006 Stock Incentive Plan (the "Plan") and the Restricted Stock Award Agreement attached hereto (the "Agreement"), the following number of Shares of Restricted Stock (the "Restricted Stock") on the terms set forth below:

GRANTEE:	
TOTAL NUMBER OF SHARES OF RESTRICTED STOCK GRANTED:	
DATE OF GRANT:	
PERIOD OF RESTRICTION:	Subject to the Plan and the Agreement attached hereto, the Period of Restriction shall lapse, and the Restricted Stock shall vest and become free of the forfeiture and transfer restrictions contained in the Agreement on the later of the date of the Company's first Annual Meeting of the Stockholders held after the Date of Grant or one year after the Date of Grant.

The Grantee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Agreement attached hereto subject to all of the terms and provisions thereof. The Grantee has reviewed the Plan and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Agreement and fully understands all provisions of the Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated below.

GRANTEE:	DYNAMIC MATERIALS CORPORATION:
_____	By: _____
Date: _____	Title: _____
Address: _____	Date: _____

Restricted Stock Award Agreement

Section 1. Grant of Restricted Stock. The Company hereby grants to the Grantee the Restricted Stock set forth in the Notice of Restricted Stock Grant, subject to the terms, definitions and provisions of the Plan and this Agreement. All terms, provisions, and conditions applicable to the Restricted Stock set forth in the Plan and not set forth herein are incorporated by reference. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Section 2. Termination of Service. If the Grantee's service as a Director is terminated for any reason the Grantee shall, for no consideration, forfeit to the Company the Shares of Restricted Stock to the extent such Shares are subject to a Period of Restriction at the time of such termination of service.

Section 3. Non-Transferability of Restricted Stock. Except as otherwise provided in the Plan and this Agreement or as determined by the Committee, the Grantee may not sell, assign, pledge, exchange, transfer, hypothecate or encumber any Shares of Restricted Stock until the Period of Restriction set forth in the Notice of Restricted Stock Grant shall lapse.

Section 4. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the Shares of Restricted Stock and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee.

Section 5. Custody. As soon as practicable following the Date of Grant, the Shares of Restricted Stock shall be registered in the Grantee's name in certificate or book-entry form. If a certificate is issued, it shall bear an appropriate legend referring to the restrictions and it shall be held by the Company, or its agent, on behalf of the Grantee until the Period of Restriction

has lapsed. If the Shares are registered in book-entry form, the restrictions shall be placed on the book-entry registration. The Grantee may be required to execute and return to the Company a blank stock power for each Restricted Stock certificate (or instruction letter, with respect to Shares registered in book-entry form), which will permit transfer to the Company, without further action, of all or any portion of the Restricted Stock that is forfeited in accordance with this Agreement.

Section 6. Voting Rights and Dividends. Except for the transfer restrictions, and subject to such other restrictions, if any, as determined by the Committee, the Grantee shall have all other rights of a holder of Shares, including the right to receive dividends paid (whether in cash or property) with respect to the Restricted Stock and the right to vote (or to execute proxies for voting) such Shares. Unless otherwise determined by the Committee, if all or part of a dividend in respect of the Restricted Stock is paid in Shares or any other security issued by the Company, such Shares or other securities shall be held by the Company subject to the same restrictions as the Restricted Stock in respect of which the dividend was paid.

Section 7. Release of Restrictions. Upon the lapse of the Period of Restriction, the Shares of Restricted Stock will be released from the restrictions. The Company or its designee will notify the Grantee in advance of the release of the restrictions and make arrangements for the form in which the released Shares will be issued to the Grantee.

2

Section 8. Miscellaneous Provisions.

(a) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(b) Securities Laws. Upon the acquisition of any Shares pursuant to settlement of Restricted Stock, the Grantee shall make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

(c) Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OR CHOICE OF LAW RULE OR PRINCIPLE THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

(d) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 18 and 20(b) of the Plan or as required by any applicable law may be made without such written agreement.

(e) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(f) Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended.

(h) Headings. The captions used in this Agreement are inserted for convenience and shall not be deemed a part of this Agreement for construction or interpretation.

(i) Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or by the Company forthwith to the Board or the Committee, which shall review such dispute at its next regular meeting. The resolution of such dispute by the Board or the Committee shall be final and binding on all persons.

3

Dynamic Materials Declares Annual Cash Dividend; Provides Update On Annual Stockholder's Meeting

BOULDER, Colo., June 7, 2007 /PRNewswire-FirstCall via COMTEX News Network/ -- Dynamic Materials Corporation (DMC) (Nasdaq: BOOM), a leading provider of explosion-welded clad metal plates, today announced that its board of directors has declared an annual cash dividend of \$0.15 per share. The dividend is payable on July 6, 2007, to shareholders of record as of June 22, 2007.

Management also announced that during yesterday's Annual Meeting, the amendment to increase the number of authorized shares of common stock to 25 million shares from 15 million shares was approved by stockholders.

In addition, the election of board members included the appointment of a new director, Richard P. Graff. Mr. Graff, who will serve as chairman of DMC's audit committee, is a former partner of PricewaterhouseCoopers LLP, where he served as the audit leader in the United States for the mining industry until his retirement in 2001. Since his retirement, Mr. Graff has been a consultant to the mining industry and, most recently, has served as a member of a Financial Accounting Standards Board task force for establishing accounting and financial reporting guidance in the mining sector. He received his undergraduate degree in economics from Boston College and his post-graduate degree in accounting from Northeastern University. He currently serves on the board of directors of Meridian Gold Inc. and NewWest Gold Corporation.

About Dynamic Materials Corporation

Based in Boulder, Colorado, Dynamic Materials Corporation is a leading international metalworking company. Its products, which are typically used in industrial capital projects, include explosion-welded clad metal plates and other metal fabrications for use in a variety of industries, including upstream oil and gas, oil refinery, petrochemicals, hydrometallurgy, aluminum production, shipbuilding, power generation, industrial refrigeration and similar industries. The Company operates two business segments: Explosive Metalworking, which uses proprietary explosive processes to fuse different metals and alloys, and AMK Welding, which utilizes various technologies to weld components for use in power-generation turbines, as well as commercial and military jet engines. For more information, visit the Company's website at <http://www.dynamicmaterials.com>.

Except for the historical information contained herein, this news release contains forward-looking statements that involve risks and uncertainties including, but not limited to, the following: our ability to obtain new contracts at attractive prices; the size and timing of customer orders and shipment; fluctuations in customer demand; changes to customer orders; the cyclical nature of our business; competitive factors; the timely completion of contracts; the timing and size of expenditures; the timely receipt of government approvals and permits; the adequacy of local labor supplies at our facilities; current or future limits on manufacturing capacity at our various operations; the availability and cost of funds; and general economic conditions, both domestic and foreign, impacting our business and the business of the end-market users we serve; as well as the other risks detailed from time to time in the Company's SEC reports, including the report on Form 10-K for the year ended December 31, 2006.

SOURCE Dynamic Materials Corporation

Geoff High of Pfeiffer High Investor Relations, Inc., +1-303-393-7044, for Dynamic Materials Corporation
<http://www.dynamicmaterials.com>