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): **May 22, 2013**

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

Delaware	**0-8328**	**84-0608431**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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

(303) 665-5700
(Registrant's Telephone Number, Including Area Code)

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:

☐ 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 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

The Annual Meeting of Stockholders of Dynamic Materials Corporation (the "Company") was held on May 23, 2013. At the Annual Meeting, the stockholders of the Company approved an amendment (the "Amendment") to the Dynamic Materials Corporation 2006 Stock Incentive Plan (the "2006 Plan") to increase the number of shares of our common stock available for award by 675,000 shares, from 942,500 shares to 1,617,500 shares. The Amendment was approved by the Company's Board of Directors (the "Board") on March 11, 2013. The Board also approved minor, operational amendments to the 2006 Plan that did not require approval by the stockholders of the Company.

The stockholders also approved the Dynamic Materials Corporation Performance-Based Plan (the "Performance-Based Plan"). Under the Performance-Based Plan, executive officers of the Company may receive incentive compensation based upon the achievement of a pre-established performance goal. The Performance-Based Plan was approved by the Board on March 11, 2013.

The foregoing descriptions of the Amendment and the Performance-Based Plan do not purport to be complete and is subject to and qualified in its entirety by the actual terms of the 2006 Plan, the Amendment and the Performance-Based Plan, copies of which are included as Exhibits 10.1, 10.2 and 10.3, respectively.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the Annual Meeting of Stockholders held on May 23, 2013, the stockholders of the Company (i) elected the persons listed below to serve as directors of the Company until the 2014 Annual Meeting of Stockholders; (ii) approved the Amendment to the 2006 Plan to increase the number of shares of common stock available for award under the 2006 Plan from 942,500 shares to 1,617,500 shares; (iii) approved the adoption of the Performance Plan; (iv) by a non-binding advisory vote, indicated that they did not approve the compensation of the Company's executive officers; and (v) ratified the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2013.

The Company had 13,683,307 shares of Common Stock outstanding as of April 1, 2013, the record date for the Annual Meeting. At the Annual Meeting, holders of a total of 12,495,896 shares of Common Stock were present in person or represented by proxy. The following sets forth information regarding the results of the voting at the Annual Meeting:

Proposal 1 The stockholders elected each of the eight nominees to the Board of Directors for a one-year term. The voting results were as follows:

Name	Shares Voted "For"	Shares Withheld	Broker Non-Votes
Kevin T. Longe	9,366,874	265,427	2,863,595
Yvon Pierre Cariou	4,008,940	5,623,361	2,863,595
Robert A. Cohen	8,213,238	1,419,063	2,863,595
James. J Ferris	7,956,030	1,676,271	2,863,595

Richard P. Graff	9,136,067	496,234	2,863,595
Bernard Hueber	7,951,368	1,680,933	2,863,595
Gerard Munera	8,189,846	1,442,455	2,863,595
Rolf Rospek	4,009,408	5,622,893	2,863,595

Proposal 2 The stockholders approved the Amendment to the 2006 Plan to increase the number of shares of common stock available for award under the 2006 Plan from 942,500 shares to 1,617,500 shares. The voting results were as follows:

Shares Voted "For"	Shares Voted "Against"	Shares Voted "Abstain"	Broker Non-Votes
6,425,787	2,368,203	838,311	2,863,595

Proposal 3 The stockholders approved the adoption of the Performance-Based Plan. The voting results were as follows:

Shares Voted "For"	Shares Voted "Against"	Shares Voted "Abstain"	Broker Non-Votes
8,900,267	709,585	22,449	2,863,595

Proposal 4 The stockholders, by a non-binding advisory vote, indicated that they did not approve the compensation of the Company's executive officers. The voting results were as follows:

Shares Voted "For"	Shares Voted "Against"	Shares Voted "Abstain"	Broker Non-Votes
3,204,109	5,848,267	579,925	2,863,595

Proposal 5 The stockholders ratified the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2013. The voting results were as follows:

Shares Voted "For"	Shares Voted "Against"	Shares Voted "Abstain"	Broker Non-Votes
12,345,131	92,256	58,509	0

Item 8.01 Other Events.

The Company previously disclosed in the Proxy Statement for its 2013 Annual Meeting of Stockholders that the Board made appointments of directors to various committees of the Board, to be effective on May 23, 2013 following the annual meeting. These assignments included the appointment of Yvon Cariou and Rolf Rospek to serve as members of the Board's Corporate Governance and Nominating Committee (the "Governance Committee"). Because Messers Cariou and Rospek are former employees of the Company, they are not yet considered "independent" directors for purposes of the listing requirements of Nasdaq. While Nasdaq and SEC rules permit Messers Cariou and Rospek to serve as members of the Governance Committee, because a majority of the members of the Governance Committee would be independent directors of the Company, in light of stockholder concern about directors who were not yet independent serving on the Governance Committee, on May 22, 2013 the Governance Committee and the Board determined not to appoint Messers Cariou and Rospek as members of the Governance Committee.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Dynamic Materials Corporation 2006 Stock Incentive Plan (incorporated by reference from the Company's Form 10-Q filed with the Commission on November 2, 2006).
10.2	Amendment to Dynamic Materials Corporation 2006 Stock Incentive Plan.
10.3	Dynamic Materials Corporation Performance-Based Plan.

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.

DYNAMIC MATERIALS CORPORATION

Dated: May 24, 2013

By: /s/ Richard A. Santa
Richard A. Santa
Senior Vice President and Chief Financial Officer

Exhibit 10.2

Amendment No. 1 to

Dynamic Materials Corporation 2006 Stock Incentive Plan

This Amendment No. 1 (the "Amendment") to the Dynamic Materials Corporation 2006 Stock Incentive Plan (the "Plan"), has been adopted by the Board of Directors of Dynamic Materials Corporation, a Delaware corporation (the "Company"), on March 11, 2013 to be effective as of such date; *provided however*, that Section 1 of this Amendment shall not be effective until approved by the affirmative vote of a majority of the stockholders of the Company.

1. Increase in Number of Shares Available. Section 3(a) of the Plan is hereby amended to read in its entirety as follows:

   Number of Shares Available for Grants. Subject to adjustment as provided in Section 18 hereof, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be 1,617,500. The Shares to be issued pursuant to the Awards may be authorized but unissued Shares or treasury Shares.

2. Limitation on Number of Incentive Stock Options. Section 3(b)(i) of the Plan is hereby amended to read in its entirety as follows:

   Options and SARs: The maximum of Shares to which Options and SARs may be granted in any 36-month period to any one Participant shall be 425,000 Shares. If the Options are Incentive Stock Options, the maximum aggregate number of Shares that may be granted with respect thereto in any 12-month to any one Participant shall be 150,000 Shares.

3. Limitation on Shorter Period of Restriction. Section 8(c) is hereby amended by replacing "five percent (5%)" with "twenty percent (20%)."

4. Code Section 409A Matters. Section 24(f) of the Plan is hereby amended to read in its entirety as follows:

   Code Section 409A Compliance. To the extent applicable, it is intended that this Plan and any Awards granted hereunder comply with the requirements of Section 409A of the Code and the regulations and other guidance promulgated thereunder ("Section 409A"). Any provision that would cause the Plan or any Award granted hereunder to fail to satisfy Section 409A shall have no force or effect until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section

---

   409A. Notwithstanding anything in this Plan or Award granted hereunder to the contrary, in no event will the Committee provide for the deferral of settlement or vesting of any award, on a mandatory basis or Participant elective basis, unless such deferral is documented in writing and administered in compliance with Section 409A. In no event shall the number, kinds, or exercise price of any Award granted hereunder be modified or extended if such modification or extension would result in a violation of Section 409A.

DYNAMIC MATERIALS CORPORATION
PERFORMANCE-BASED PLAN

(Adopted March 11,2013; Effective January 1, 2013)
(Approved by Shareholders May 23, 2013)

1. PURPOSES.

This Plan is intended to enable the Company to attract, retain, motivate and reward qualified senior executive officers by providing them with the opportunity to earn competitive annual bonus compensation directly linked to business unit performance and overall Company performance. Compensation paid under this Plan is intended to qualify as "performance-based compensation" within the meaning of Section 162(m), so as to exempt such compensation from the deduction limits imposed by Section 162(m) and to make such compensation deductible by the Company for Federal income tax purposes.

2. DEFINITIONS.

The following words as used in this Plan have the meanings ascribed to each below:

(a) ***Performance Goal*** means a performance goal established in writing by the Committee for a Performance Period. Each Performance Goal for a Performance Period shall be based upon one or more of the following criteria: revenues or sales; EBITDA; adjusted pre-tax income; net income; operating income; earnings per share of the Company; book value per share; stockholders' equity; adjusted pre-tax return on stockholders' equity; expense management; total shareholder return; return on investment before or after the cost of capital; improvements in capital structure; profitability of the Company or an identifiable business segment, unit or product; maintenance or improvement of profit margins; stock price; market share; costs; cash flow; working capital; changes in net assets, whether or not multiplied by a constant percentage intended to represent the cost of capital; return on assets; debt ratings; debt or net debt to EBITDA ratio; debt or net debt to total capital ratios; debt or net debt to equity ratios; gross margins; closings/deliveries; net orders/growth; SG&A and expense management; procurement of land/well located lots; operating margins; mortgage capture rates; acquisitions/entrance into new markets; inventory turnover; liquidity; interest coverage; cost targets, reductions and savings; productivity and efficiencies; strategic business criteria; human resources management; supervision of litigation; economic value added; customer satisfaction; credit rating; debt to equity; cash to debt; inventory; land and other asset acquisitions; debt management; new debt issues; debt retirement. The foregoing criteria may relate to the Company, one or more of its subsidiaries, divisions or units, or any combination of the foregoing, and may be applied on an absolute basis and/or be relative to one or more peer group companies or other industries, or any combination thereof, as the Committee shall determine.

(b) ***Award*** means an annual incentive award, payable in cash or property, payable in accordance with Section 5 of this Plan.

(c) ***Board*** means the Board of Directors of the Company.

(d) ***Committee*** means the Compensation Committee of the Board, which shall be comprised solely of two or more "outside directors" as defined in regulations and other guidance promulgated under Section 162(m).

(e) ***Company*** means Dynamic Materials Corporation.

(f) ***Disability*** means a disability determined by the Committee based on the Company's Long Term Disability Plan.

(g) ***Effective Date*** means January 1, 2013. This Plan has been adopted by the Board within 90 days of the beginning of the 2013 calendar year.

(h) ***Participant*** means such officers of the Company selected by the Committee for participation in this Plan for a Performance Period in accordance with Section 3 of this Plan, provided that in all events the Chief Executive Officer and Chief Financial Officer of the Company shall be Participants.

(i) ***Performance Period*** means a designated calendar year or such shorter period within one calendar year as the Committee may designate.

(j) ***Plan*** means the Dynamic Materials Corporation Performance-Based Plan, as set forth herein and as may be amended from time to time.

(k) ***Section 162(m)*** means Section 162(m) of the Internal Revenue Code of 1986, as amended, and any regulations and guidance promulgated thereunder.

3. ESTABLISHMENT AND TERMS OF PERFORMANCE PERIODS.

(a) The Committee shall establish one or more Performance Periods under the Plan. Each Performance Goal must be established in writing no later than 90 days after the commencement of the relevant Performance Period or such shorter time period required for the pre-establishment of performance goals under Section 162(m).

(b) For each Performance Period, the Committee shall (i) designate the Participants for such Performance Period, (ii) establish one or more objective Performance Goals for each Participant or class of Participants, and (iii) adopt objective formulas or standards for computing the amounts of Awards payable under the Plan based on actual results compared to the Performance Goals. The Performance Goals and target Award may be different, or may be weighted differently, for different Participants or classes of Participants.

4. ADMINISTRATION.

The Committee will administer and interpret this Plan. In accordance with Section 5 of this Plan, the Committee will certify whether such performance goals have been met, and determine the amount of the Award to be paid. The Committee's determinations under this Plan will be final and conclusive. The Committee shall have full power and authority to administer

---

and interpret the Plan and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Committee deems necessary or advisable.

5. AMOUNT, CERTIFICATION, AND PAYMENT OF BONUSES

(a) Following the conclusion of any Performance Period, prior to the payment of any Awards in the form of cash bonuses under this Plan with respect to that Performance Period, the Committee shall certify in writing the levels of attainment of the Performance Goals for that Performance Period and the calculation of the Award amount payable to each Participant.

(b) The payable portion of Awards shall be paid as soon as practicable following certification by the Committee, but in no event later than the 15th day of the third month following the end of the applicable Performance Period.

(c) Except to the extent that a written contract between the Company and a Participant may provide otherwise, a Participant whose employment terminates for any reason prior to the end of a Performance Period shall have no right to any portion of an Award for that Performance Period. A Participant shall not cease to be entitled to payment under this Plan with respect to a Performance Period if his or her employment with the Company terminates following the end of such Performance Period but prior to payout of his or her Award for such Performance Period.

(d) Notwithstanding the degree to which the applicable Performance Goals are satisfied, the Committee shall have the discretion to reduce the amount of any Participant's Award payout below the standard or formula amount to reflect individual performance and/or unanticipated factors.

(e) No Award shall be paid under this Plan until the Plan has received stockholder approval as required by Section 162(m).

(f) In no event will the Award payable to a Participant with respect to a Performance Period exceed 180% of that Participant's base salary for such Performance Period.

6. CERTAIN ACCELERATING PAYMENT EVENTS.

Normally, an Award is only payable upon the attainment of Performance Goals. However, in the event of death or Disability, the affected Participant will entitled to any payout of his or her outstanding Award under this Plan without regard to the actual attainment of Performance Goals. Such payout shall occur as soon as administratively practicable following the end of the Performance Period during which such death or Disability occurred, but in no event later than the 15th day of the third month following the end of such Performance Period.

7. GENERAL PROVISIONS.

(a) Shareholder Approval Required. This Plan is subject to approval of the Company's shareholders and shall be submitted for such approval at the 2013 Annual Meeting of

Shareholders. If this Plan is not approved by the shareholders at that meeting, no bonus amounts shall be paid with respect to the Awards made under this Plan.

(b) Termination; Amendment. Unless earlier terminated, this Plan shall terminate on December 31, 2017, provided that the Company may continue to make payments hereunder following December 31, 2017 for Performance Periods that end on or prior to December 31, 2017. The Board may at any time amend or terminate this Plan, except that no amendment will be effective without approval by the Company's shareholders if such approval is necessary to qualify amounts payable hereunder as "performance-based compensation" under Section 162(m). No termination of this Plan shall affect performance goals and related Awards established by the Committee prior to such termination.

(c) No Employment or Bonus Rights. Nothing in this Plan will be construed as conferring upon any Participant any right to continue in the employment of the Company or any of its subsidiaries.

(d) Nonalienation of Benefits. Except as expressly provided herein or otherwise required by applicable law, no Participant or beneficiary will have the power or right to alienate, transfer, anticipate, sell, assign, pledge, attach, or otherwise encumber the Participant's interest under this Plan.

(e) Withholding. Any Award payable to a Participant or a beneficiary under this Plan will be subject to any applicable Federal, state and local income and employment taxes and any other amounts that the Company or a subsidiary is required at law to deduct and withhold from such Award.

(f) Plan Unfunded. The entire cost of this Plan shall be paid from the general assets of the Company. The rights of any Participant or beneficiary to receive an Award under this Plan shall be only those of a general unsecured creditor, and neither the Company nor the Board or the Committee shall be responsible for the adequacy of the general assets of the Company to meet and discharge Plan liabilities.

(g) Severability. If any provision of this Plan is held unenforceable, the remainder of this Plan will continue in full force and effect without regard to such unenforceable provision and will be applied as though the unenforceable provision were not contained in this Plan.

(h) Governing Law. This Plan will be construed in accordance with and governed by the laws of the State of Delaware, without reference to the principles of conflict of laws.

(i) Headings. Headings are inserted in this Plan for convenience of reference only and are to be ignored in any construction of the provisions of this Plan.

(j) Additional Compensation Arrangements. Nothing contained in the Plan shall prohibit the Company from adopting any other bonus or incentive plan or from granting other performance awards or other forms of cash or non-cash remuneration to employees (including Participants) under such conditions, and in such form and manner, as the Company sees fit.