

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 30, 2025

DMC Global Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction of  
Incorporation)

001-14775  
(Commission File Number)

84-0608431  
(I.R.S. Employer Identification  
No.)

11800 Ridge Parkway, Suite 300, Broomfield, Colorado 80021  
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of exchange on which registered
Common Stock, \$0.05 Par Value	BOOM	The Nasdaq Global Select Market
Stock Purchase Rights		The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On May 30, 2025, DMC Global Inc. (the "Company") entered into Amendment No. 1 to Stockholder Protection Rights Agreement (the "Amendment"), which amends that certain Stockholder Protection Rights Agreement, dated as of June 5, 2024, by and between the Company and Computershare Trust Company, N.A., as Rights Agent (the "Original Rights Agreement" and, as amended by the Amendment, the "Amended Rights Agreement"). Capitalized terms not defined herein have the meanings specified in the Amended Rights Agreement.

Pursuant to the Amendment, the Expiration Time of the Rights has been extended for one year from June 4, 2025 to June 4, 2026 (unless the Rights are earlier redeemed, exchanged or terminated in accordance with the terms and conditions of the Amended Rights Agreement). Except for the extension of the Expiration Time, the Original Rights Agreement remains unaltered and in full force and effect.

The Rights, as amended, are in all respects subject to and governed by the provisions of the Amended Rights Agreement. The foregoing description of the Original Rights Agreement and the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Original Rights Agreement, which is attached hereto as Exhibit 4.1, and to the Amendment, which is attached hereto as Exhibit 4.2, both of which are incorporated herein by reference.

Item 3.03. Material Modifications to Rights of Security Holders.

The information set forth under Item 1.01 is incorporated into this Item 3.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
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<a href="#">4.1</a>	<a href="#">Stockholder Protection Rights Agreement, dated as of June 5, 2024, between DMC Global Inc. and Computershare Trust Company, N.A., as Rights Agent (incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed on June 6, 2024).</a>
<a href="#">4.2</a>	<a href="#">Amendment No. 1 to Stockholder Protection Rights Agreement, dated as of May 30, 2025, between DMC Global Inc. and Computershare Trust Company, N.A., as Rights Agent.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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.

DMC Global Inc.

Dated: June 3, 2025

By: /s/ Eric V. Walter  
Name: Eric V. Walter  
Title: Chief Financial Officer

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**AMENDMENT NO. 1 TO STOCKHOLDER PROTECTION RIGHTS AGREEMENT**

This Amendment No. 1 to Stockholder Protection Rights Agreement, dated as of May 30, 2025 (this “Amendment”), amends that certain Stockholder Protection Rights Agreement, dated as of June 5, 2024 (the “Agreement”), by and between DMC Global Inc., a Delaware corporation (the “Company”), and Computershare Trust Company, N.A., a federally chartered trust company, as Rights Agent (the “Rights Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**WITNESSETH**

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

WHEREAS, Section 5.4 of the Agreement provides, among other things, that the Company and the Rights Agent may from time to time supplement or amend the Agreement without the approval of any holders of the Rights prior to the Flip-in Date, in any respect; and

WHEREAS, the Board of Directors of the Company has deemed it advisable and in the best interests of the Company and its stockholders to amend the Agreement as set forth herein, and the Company and the Rights Agent desire to evidence such amendment in writing.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Rights Agent hereby agree as follows:

1. **Amendment.** The definition of “Expiration Time” set forth in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Expiration Time” shall mean the earliest of (i) the Exchange Time, (ii) the Redemption Time, (iii) the Close of Business on June 4, 2026, and (iv) immediately prior to the effective time of a consolidation, merger or statutory share exchange that does not constitute a Flip-over Transaction or Event, in which the Common Stock is converted into, or into the right to receive, another security, cash or other consideration.

2. **Governing Law.** This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of the State of Delaware.

3. **Effect of Amendment.** Except as amended in Section 1 hereof, the Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement, or in any instrument, document or consideration executed or delivered pursuant to the Agreement, to “this Agreement”, “hereof”, “hereto”, and “hereunder” and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Amendment.

4. **Severability.** If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable; provided, however, that if such excluded term or provision shall affect the rights, immunities, liabilities, duties or obligations of the Rights Agent, the Rights Agent shall be entitled to resign immediately upon written notice to the Company.

5. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts (including by facsimile, PDF or other electronic means) and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

6. **Descriptive Headings.** Descriptive headings appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

7. **Certification.** The undersigned officer of the Company, being duly authorized on behalf of the Company, hereby certifies in his capacity as an officer on behalf of the Company to the Rights Agent that this Amendment is in compliance with the terms of Section 5.4 of the Agreement, and such certification shall be deemed a certificate which complies with Section 5.4 of the Agreement.

[Signature Page Follows]

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

**DMC GLOBAL INC.**

By: /s/ James O’Leary  
 Name: James O’Leary  
 Title: Interim President and Chief Executive Officer

**COMPUTERSHARE TRUST COMPANY, N.A.**

By: /s/ Patrick Hayes  
 Name: Patrick Hayes  
 Title: Manager, Client Management

