
**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**

May 4, 2026
Date of Report (Date of earliest event reported)

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

Delaware
(State or Other Jurisdiction of Incorporation)

001-36117
(Commission File Number)

22-2370659
(I.R.S. Employer Identification No.)

804 East Gate Drive, Suite 200, Mt. Laurel, New Jersey 08054
(Address of Principal Executive Offices, including zip code)

(856) 505-8800
(Registrant's Telephone Number, including area code)

N/A
(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:

- 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:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.01 per share	INTT	NYSE American

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

The information set forth in Item 2.03 of this Current Report on Form 8-K (this “Current Report”) is incorporated herein by reference.

Item 2.02. Results of Operations and Financial Condition.

On May 5, 2026, InTest Corporation (the “Company”) issued a press release regarding its financial results for the first quarter and year ended March 31, 2026.

The information furnished pursuant to this Item 2.02, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under such section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

As previously disclosed, the Company entered into an Amended and Restated Loan and Security Agreement (the “Original Credit Agreement”) with M&T Bank (“M&T”) on October 15, 2021. The Original Credit Agreement was amended by the Joinder and Amendment to Amended and Restated Loan and Security Agreement, dated October 28, 2021, the Joinder and Second Amendment to Amended and Restated Loan and Security Agreement, dated December 30, 2021, the Third Amendment to Amended and Restated Loan and Security Agreement, dated September 20, 2022, the Fourth Amendment to Amended and Restated Loan and Security Agreement, dated May 2, 2024, the Joinder and Fifth Amendment to Amended and Restated Loan and Security Agreement, dated December 18, 2024, and the Sixth Amendment to Amended and Restated Loan and Security Agreement, dated August 5, 2025, (collectively and together with the Original Credit Agreement, the “Credit Agreement”).

On May 4, 2026, the Company and M&T further amended the Credit Agreement by entering into a Seventh Amendment to Amended and Restated Loan and Security Agreement, effective as of April 30, 2026 (the “Amended Credit Agreement”). Under the Amended Credit Agreement, (i) the period during which the Company may request advances under the term loan facility is extended until August 28, 2026, (ii) inTEST Silicon Valley Corporation has been removed as a Guarantor (as defined in the Amended Credit Agreement), and (iii) the term “Guarantor” has been amended to remove reference to inTEST Silicon Valley Corporation.

The Amended Credit Agreement is filed as Exhibits 10.1 to this Current Report and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
--------------------	--------------------

10.1	Seventh Amendment to Amended and Restated Loan and Security Agreement, dated April 30, 2026, among InTest Corporation, Ambrell Corporation, inTEST EMS, LLC, Temptronic Corporation, Videology Imaging Corporation, Acculogic Ltd., Acculogic Inc., Alfamation US, Inc. and M&T Bank.
99.1	2026 First Quarter Results Press Release dated May 5, 2026.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

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.

InTest CORPORATION

By: /s/ Duncan Gilmour
Duncan Gilmour
Chief Financial Officer, Treasurer and
Secretary

Date: May 5, 2026

SEVENTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the “**Amendment**”) is effective as of April 30, 2026 (“**Effective Date**”), by and between **INTEST CORPORATION**, a Delaware corporation, (“**Borrower**”), **AMBRELL CORPORATION**, a Delaware corporation, **INTEST EMS, LLC**, a Delaware limited liability company, **TEMPTRONIC CORPORATION**, a Delaware corporation, **VIDEOLOGY IMAGING CORPORATION**, a Delaware corporation, **ACCULOGIC LTD.**, a Delaware corporation, **ACCULOGIC INC.**, an Ontario corporation, **ALFAMATION US, INC.**, a Delaware corporation, formerly inTest Italy, Inc., (individually and collectively, jointly and severally, the “**Guarantors**”) and **M&T Bank** (together with its successors and assigns, “**Bank**”).

BACKGROUND

A. Borrower, Guarantors and Bank previously entered into a certain Amended and Restated Loan and Security Agreement dated October 15, 2021, as amended by that certain Joinder and Amendment to Amended and Restated Loan and Security Agreement dated October 28, 2021, as amended by that certain Joinder and Second Amendment to Amended and Restated Loan and Security Agreement dated December 30, 2021, as amended by that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of September 20, 2022, as amended by that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of May 2, 2024, as amended by that certain Joinder and Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of December 18, 2024, and as amended by that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated as of August 5, 2025 (as amended and as it may be further amended, supplemented or restated from time to time, collectively the “**Loan Agreement**”), pursuant to which, *inter alia*, Bank agreed to extend to Borrower certain credit facilities subject to the terms and conditions set forth therein.

B. Borrower has requested and Bank has agreed to amend the terms of the Loan Agreement in accordance with the terms and conditions hereof.

C. Capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings set forth therefor in the Loan Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Removal of inTEST Silicon Valley Corporation as Guarantor and Amended Definition of Guarantor. Borrower has advised Bank that Guarantor, inTest Silicon Valley Corporation, a Delaware corporation, has been dissolved and, therefore, inTest Silicon Valley Corporation shall be removed as a Guarantor under the Loan Agreement and all other Loan Documents. The following defined term in **Section 1.1** of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“**Guarantor** means Ambrell Corporation, a Delaware corporation, inTEST EMS, LLC, a Delaware limited liability company, Temptronic Corporation, a Delaware corporation, Videology

Imaging Corporation, a Delaware corporation, Acculogic Ltd., a Delaware corporation, Acculogic Inc., an Ontario corporation, and Alfamation US, Inc., a Delaware corporation individually, and **Guarantors** means Ambrell Corporation, a Delaware corporation, inTEST EMS, LLC, a Delaware limited liability company, Temptronic Corporation, a Delaware corporation, Videology Imaging Corporation, a Delaware corporation, Acculogic Ltd., a Delaware corporation, Acculogic Inc., an Ontario corporation, and Alfamation US, Inc., a Delaware corporation, collectively, and their respective successors and assigns.”

2. **Short Term Extension of Current Draw Period.** Borrower has requested and Bank has agreed to extend the current draw period for Advances under the Term Loan from an expiration date of April 30, 2026 to a new expiration date of August 28, 2026. All subsequent Advances under the Term Loan shall be co-terminus on May 2, 2031. Notwithstanding anything to the contrary set forth herein and for the avoidance of doubt, the Term Loan Maturity shall remain May 2, 2031.

3. **Confirmation of Collateral.** Nothing contained herein shall be deemed to be a compromise, satisfaction, accord and satisfaction, novation or release of any of the Loan Documents, or any rights or obligations thereunder, or a waiver by Bank of any of its rights under the Loan Documents or at law or in equity. All liens, security interests, rights and remedies granted to Bank in the Loan Documents are hereby ratified, confirmed and continued.

4. **Covenants, Representations and Warranties.** Borrower and Guarantors (as applicable to itself) hereby:

4.1 ratifies, confirms and agrees that the Loan Agreement, as amended by this Amendment, and all other Loan Documents are valid, binding and in full force and effect as of the date of this Amendment, and enforceable in accordance with their terms.

4.2 agrees that it has no defense, set-off, counterclaim or challenge against the payment of any sums owed or owing under the Loan Documents or the enforcement of any of the terms of the Loan Documents.

4.3 ratifies, confirms and continues all liens, security interests, pledges, rights and remedies granted to Bank in the Loan Documents and agrees that such liens, security interests and pledges shall secure all of the Obligations under the Loan Documents as amended by this Amendment.

4.4 represents and warrants that all representations and warranties in the Loan Documents are true and complete as of the date of this Amendment.

4.5 agrees that its failure to comply with or perform any of its covenants or agreements in this Amendment will constitute an Event of Default under the Loan Documents.

4.6 represents and warrants that no condition or event exists after taking into account the terms of this Amendment which would constitute an Event of Default (or will, upon the giving of notice or the passage of time, or both constitute an Event of Default).

4.7 represents and warrants that the execution and delivery of this Amendment by Borrower and Guarantors and all documents and agreements to be executed and delivered pursuant to this Amendment:

(a) have been duly authorized by all requisite corporate, company and/or partnership action of Borrower and Guarantors, as applicable;

(b) will not conflict with or result in a breach of, or constitute a default (or with the passage of time or the giving of notice or both, will constitute a default) under, any of the terms, conditions, or provisions of any applicable statute, law, rule, regulation or ordinance or any Borrower's or Guarantor's Governing Documents or any indenture, mortgage, loan or credit agreement or instrument to which any Borrower or Guarantor is a party or by which such may be bound or affected, or any judgment or order of any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; and

(c) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of any Borrower or Guarantor under the terms or provisions of any such agreement or instrument, except liens in favor of Bank.

5. Conditions. The obligation of Bank to enter into this Amendment is subject to the fulfillment, to the satisfaction of Bank, of each of the following conditions, and all agreements, documents and other items must be in form, content and in all other respects satisfactory to Bank in its sole discretion. Bank is not waiving a breach of any warranty or representation made by any Borrower or Guarantor hereunder or under any agreement, document, or instrument delivered to Bank or otherwise referred to herein, and any claims and rights of the Bank resulting from any breach or misrepresentation by any Borrower or Guarantor are specifically reserved by the Bank.

5.1 **Executed Documents.** Borrower, Guarantors and all other required persons and entities will have executed and delivered to Bank:

(a) this Amendment; and

(b) and such other documents, as the Bank may reasonably require.

5.2 **Representations and Warranties.** All representations and warranties of Borrower and Guarantors set forth in the Loan Documents shall be true at and as of the date hereof.

5.3 **No Default.** No condition or event shall exist or have occurred which would constitute a default or an Event of Default hereunder or under the Loan Agreement.

5.4 **Other.** All other documents and legal matters in connection with the transactions contemplated by this Amendment shall have been delivered, executed or recorded.

6. Additional Documents; Further Assurances. Borrower and Guarantors covenant and agree to execute and deliver to Bank, or to cause to be executed and delivered to Bank contemporaneously herewith, at the sole cost and expense of Borrower and Guarantors, any and all other documents, agreements, statements, resolutions, certificates, consents and information as Bank may require in connection with the matters or actions described

herein. Borrower and Guarantors further covenant and agree to execute and deliver to Bank, or to cause to be executed and delivered, at the sole cost and expense of Borrower and Guarantors, from time to time, any and all other documents, agreements, statements, certificates and information as Bank shall request to evidence or effect the terms hereof or to enforce or protect Bank's rights. All of such documents, agreements, statements, certificates and information shall be in form and content acceptable to Bank in its sole discretion.

7. **Certain Fees, Costs, Expenses and Expenditures.** Borrower and Guarantors agree to pay all of Bank's costs and expenses in connection with the review, preparation, negotiation, documentation and closing of this Amendment and the consummation of the transactions contemplated hereunder, including without limitation, costs, fees and expenses of counsel retained by Bank and all fees related to filings, recording of documents and searches, whether or not the transactions contemplated hereunder are consummated. Nothing contained herein shall limit in any manner whatsoever Bank's right to reimbursement under any of the Loan Documents.

8. **No Novation.** Nothing contained herein and no actions taken pursuant to the term hereof are intended to constitute a novation of the Loan Agreement or any of the Loan Documents and shall not constitute a release, termination or waiver of any of the liens, security interests, rights or remedies granted to Bank in the Loan Documents.

9. **No Waiver.** Except as otherwise provided herein, nothing herein contained and no actions taken by Bank in connection herewith shall constitute nor shall they be deemed to be a waiver, release or amendment of or to any rights, remedies, or privileges afforded to Bank under the Loan Documents. Nothing herein shall constitute a waiver by Bank of Borrower's' and Guarantors' compliance with the terms of the Loan Documents, nor shall anything contained herein constitute an agreement by Bank to enter into any further amendments with Borrower and Guarantors.

10. **Inconsistencies.** To the extent of any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the other Loan Documents, the terms and conditions of this Amendment shall prevail. All terms and conditions of the Loan Documents not inconsistent herewith shall remain in full force and effect and are hereby ratified and confirmed by Borrower and Guarantors.

11. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **No Third Party Beneficiaries.** The rights and benefits of this Amendment and the Loan Documents shall not inure to the benefit of any third party.

13. **Time of the Essence.** Time is of the essence in the performance by Borrower and Guarantors of all the obligations hereunder.

14. **Headings.** The headings of the Sections of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

15. **Severability.** The provisions of this Amendment and all other Loan Documents are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

16. **Modifications.** No modifications of this Amendment or any of the Loan Documents shall be binding or enforceable unless in writing and signed by or on behalf of the party against whom enforcement is sought.

17. **Law Governing.** This Amendment has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth, without regard to any rules or principles regarding conflicts of law or any rule or canon of construction which interprets agreements against the draftsman.

18. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts, all of which when taken together constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of a photocopy, pdf, teletype or other electronic version of an executed counterpart of a signature page to this Amendment shall be as effective as delivery of a manually executed counterpart of this Amendment.

19. **Waiver of Right to Trial by Jury.** BORROWER, GUARANTORS AND BANK WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AMENDMENT, (b) ARISING UNDER ANY OF THE OTHER LOAN DOCUMENTS OR (c) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER OR GUARANTORS, WITH RESPECT TO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. BORROWER, GUARANTORS AND BANK AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AMENDMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER, GUARANTORS AND BANK TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. BORROWER AND GUARANTORS ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS SECTION, THAT THEY FULLY UNDERSTAND ITS TERMS, CONTENT AND EFFECT, AND THAT THEY VOLUNTARILY AND KNOWINGLY AGREE TO THE TERMS OF THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment as of the date first above written.

BORROWER:

INTEST CORPORATION,
a Delaware corporation

By: /s/ Duncan Gilmour

Name: Duncan Gilmour

Title: Secretary, Treasurer and Chief Financial Officer

[Signature Page to Seventh Amendment to Amended and Restated Loan and Security Agreement]

GUARANTORS:

AMBRELL CORPORATION,
a Delaware corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

INTEST EMS, LLC,
a Delaware limited liability company

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

TEMPTRONIC CORPORATION,
a Delaware corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

VIDEOLOGY IMAGING CORPORATION,
a Delaware corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

[Signature Page to Seventh Amendment to Amended and Restated Loan and Security Agreement]

ACCULOGIC LTD.,
a Delaware corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

ACCULOGIC INC.,
an Ontario corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

ALFAMATION US, INC.,
a Delaware corporation

By: /s/ Duncan Gilmour
Name: Duncan Gilmour
Title: Vice President, Treasurer and Secretary

BANK:

M&T BANK

By: /s/ Steven A. Vilardi
Steven A. Vilardi, Senior Vice President

FOR IMMEDIATE RELEASE

InTest Reports Strong First Quarter 2026 Revenue of \$33.9 Million EPS of \$0.06 and Adjusted EPS (Non-GAAP) of \$0.16

- Revenue grew 27.2% year-over-year driven by continued diversity and strength from all end markets
- Gross margin of 45.5%, reflecting higher volume and favorable product mix
- Orders¹ of \$31.8 million grew 25.4% year-over-year but declined sequentially following two consecutive quarters of record orders
- Net earnings of \$0.8 million; Adjusted EBITDA (Non-GAAP)² of \$3.2 million
- Raises 2026 Revenue Guidance to \$130 million to \$135 million on improving market conditions

MT. LAUREL, NJ – May 5, 2026 – InTest Corporation (NYSE American: **INTT**), a global supplier of innovative test and process technology solutions for use in manufacturing and testing in key target markets which include semiconductor (“Semi”), Auto/EV, Defense/Aerospace, Industrial, Life Sciences, and Safety/Security, today announced financial results for the first quarter of 2026 ended March 31, 2026.

“InTest delivered a good start to 2026, with first quarter results slightly ahead of guidance, reflecting our strong execution,” stated Rich Rogoff, President and CEO. “With 69% of revenue generated from non-semiconductor end markets, we saw strong year-over-year growth across Defense/Aerospace, Life Sciences, and Auto/EV. Our Semi business improved, benefitting from shipments from our backlog¹ rather than first quarter orders. These results demonstrate the adoption of new products developed by our engineering teams and the deepening of customer relationships driven by our sales teams.

“Beyond the quarter’s financial results, we continue to advance the operational priorities that will define 2026 and beyond,” continued Mr. Rogoff. “Having led our M&A strategy, I have seen firsthand how our portfolio companies create value individually and, more importantly, how they are creating greater value together. My top priority is to deepen those connections by removing operational friction and accelerating cross-business product development and selling to unlock the full value of our platform. Central to this is expanding gross margin and Adjusted EBITDA (Non-GAAP)² over time, through disciplined cost management and supply-chain efficiency initiatives, while deploying capital with rigor across organic innovation, global customer expansion, and targeted M&A. Together, these actions are intended to generate stronger free cash flow and enhance shareholder returns.”

¹ Orders and Backlog are key performance metrics. See “**Key Performance Indicators**” below for important disclosures regarding InTest’s use of these metrics.

² Adjusted net earnings (loss), adjusted EPS, adjusted EBITDA, and adjusted EBITDA margin are non-GAAP financial measures. Further information can be found under “**Non-GAAP Financial Measures**.” See also the reconciliations of GAAP financial measures to non-GAAP financial measures that accompany this press release.

-MORE-

First Quarter 2026 Review (see revenue by market and by segments in accompanying tables)

(\$ in thousands except percentages and per share data)	Three Months Ended						
	March 31,	March 31,	Change		December 31,	Change	
	2026	2025	\$	%	2025	\$	%
Revenue	\$ 33,886	\$ 26,637	\$ 7,249	27.2%	\$ 32,822	\$ 1,064	3.2%
Gross profit	\$ 15,408	\$ 11,056	\$ 4,352	39.4%	\$ 14,899	\$ 509	3.4%
<i>Gross margin</i>	45.5%	41.5%			45.4%		
Operating expenses (including intangible amortization & restructuring)	\$ 14,454	\$ 13,937	\$ 517	3.7%	\$ 13,623	\$ 831	6.1%
Operating income (loss)	\$ 954	\$ (2,881)	\$ 3,835	(133.1%)	\$ 1,276	\$ (322)	25.2%
<i>Operating margin</i>	2.8%	(10.8%)			3.9%		
Net earnings (loss)	\$ 789	\$ (2,329)	\$ 3,118	(133.9%)	\$ 1,243	\$ (454)	36.5%
<i>Net margin</i>	2.3%	(8.7%)			3.8%		
Earnings (loss) per diluted share (" EPS ")	\$ 0.06	\$ (0.19)	\$ 0.25	(131.6%)	\$ 0.10	\$ (0.04)	40.0%
Adjusted net earnings (loss) (Non-GAAP) ²	\$ 2,018	\$ (1,389)	\$ 3,407	(245.3%)	\$ 1,953	\$ 65	(3.3%)
Adjusted EPS (Non-GAAP) ²	\$ 0.16	\$ (0.11)	\$ 0.27	(245.5%)	\$ 0.16	\$ —	—%
Adjusted EBITDA (Non-GAAP) ²	\$ 3,165	\$ (887)	\$ 4,052	(456.8%)	\$ 3,192	\$ (27)	(0.8%)
<i>Adjusted EBITDA margin (Non-GAAP)²</i>	9.3%	(3.3%)			9.7%		

Revenue for the first quarter increased \$1.1 million over the fourth quarter of 2025, reflecting higher Semi and Auto/EV shipments, partially offset by lower Industrial following a stronger than normal fourth quarter. Compared to the prior-year period, first quarter revenue increased \$7.2 million with growth in Defense/Aerospace, Life Sciences, Auto/EV and Semi, partially offset by a decrease in Other.

Gross margin expanded by 10 basis points sequentially to 45.5%, reflecting higher volume and a favorable product mix. Compared to the prior-year period, gross margin expanded 400 basis points reflecting higher volume, favorable product mix, and manufacturing efficiency initiatives.

Operating expenses increased \$0.8 million sequentially and \$0.5 million year-over-year, due primarily to \$0.7 million in restructuring costs associated with our CEO transition.

Net earnings for the first quarter was \$0.8 million, or \$0.06 per diluted share. Adjusted net earnings (Non-GAAP)² was \$2.0 million, or \$0.16 adjusted EPS (Non-GAAP)².

Balance Sheet and Cash Flow Review

Cash, cash equivalents and restricted cash at the end of the first quarter of 2026 was \$15.7 million, down \$2.4 million from the end of the fourth quarter. During the quarter, we reduced our term debt by \$1.0 million from December 31, 2025, and used \$3.3 million in operating activities to invest in working capital. Capital expenditures were \$0.6 million in the first quarter of 2026.

At March 31, 2026, the Company had \$30.0 million available under its delayed draw term loan facility and no borrowings under the \$10.0 million revolving credit facility. On August 5, 2025, the Company entered into a covenant waiver agreement with its U.S.-based lender through the first quarter of 2026 in exchange for pledging cash equal to U.S. debt outstanding. At March 31, 2026, there was \$2.8 million U.S.-based debt outstanding. On May 4, 2026, we amended the facility, effective as of April 30, 2026, to extend our ability to draw on the Term Note through August 28, 2026. At March 31, 2026, we were in compliance with all of the other covenants included in the Loan Agreement.

First Quarter 2026 Orders¹ and Backlog¹ (see orders by market in accompanying tables)

(\$ in thousands except percentages)	Three Months Ended							
	March 31,	March 31,	Change		December 31,	Change		
	2026	2025	\$	%	2025	\$	%	
Orders	\$ 31,785	\$ 25,349	\$ 6,436	25.4%	\$ 37,471	\$ (5,686)	(15.2%)	
Backlog (at quarter end)	\$ 51,815	\$ 38,232	\$ 13,583	35.5%	\$ 53,916	\$ (2,101)	(3.9%)	

First quarter orders of \$31.8 million decreased sequentially with lower Life Sciences, Semi, Other and Safety/Security orders partially offset by increases in Auto/EV, Industrial and Defense/Aerospace. The year-over-year increase of \$6.4 million reflects strength primarily in Auto/EV and Defense/Aerospace partially offset by the decline in Semi.

Backlog at March 31, 2026, was \$51.8 million, a decrease of 3.9% from December 31, 2025, and an increase of 35.5% compared to March 31, 2025. Approximately 50% of the backlog is expected to ship beyond the second quarter of 2026.

Second Quarter 2026 and Raised Full Year 2026 Outlook

Mr. Rogoff concluded, “Based on our first quarter outperformance, and improving market conditions, we are raising our full year 2026 revenue outlook to \$130 million to \$135 million, reflecting our confidence in the continued execution of our growth plans for the year. We remain encouraged by the underlying demand trends across our non-semiconductor markets and by early signs of improvement in our back-end Semi funnel. The strength of our backlog, the breadth of our end market exposure, and the discipline of our team give us confidence in our ability to continue to execute similarly.”

For Q2 26, InTest projects revenue to be \$32 million to \$34 million, with gross margin of approximately 45%, and operating expenses of \$13.8 million to \$14.2 million, reflecting typically higher levels in the second quarter. Amortization expense is expected to be \$0.7 million.

Based on full-year 2026 revenue projections between \$130 million to \$135 million, the Company expects gross margin of approximately 45% and operating expenses of \$55 million to \$57 million for the year. Amortization expense is expected to be \$2.6 million and interest expense of \$0.3 million. The effective tax rate for the year is expected to be approximately 18%. Capital expenditures are estimated to be approximately 1% to 2% of revenue.

The foregoing guidance is based on management’s current views with respect to operating and market conditions and customers’ forecasts. Actual results may differ materially from what is provided here today as a result of, among other things, the factors described under “**Forward-Looking Statements**” below.

Conference Call and Webcast

The Company will host a conference call and webcast today at 8:30 a.m. ET. During the conference call, management will review the financial and operating results and discuss InTest’s corporate strategy and outlook. A question-and-answer session will follow. To listen to the live call, dial (877) 407-0792 or (201) 689-8263. In addition, the webcast and slide presentation may be found at <https://www.intest.com/investor-relations>.

A telephonic replay will be available from 12:30 p.m. ET on the day of the call through Tuesday, May 19, 2026. To listen to the archived call, dial (844) 512-2921 or (412) 317-6671 and enter replay pin number 13759517. The webcast replay can be accessed via the investor relations section of <https://www.intest.com/>, where a transcript will also be posted once available.

About InTest Corporation

InTest Corporation is a global supplier of innovative test and process technology solutions for use in manufacturing and testing in key target markets including both the front-end and back-end of the semiconductor manufacturing industry (“**Semi**”), Automotive/EV, Defense/Aerospace, Industrial, Life Sciences and Safety/Security. Backed by decades of engineering expertise and a culture of operational excellence, InTest solves difficult thermal, mechanical, and electronic challenges for customers worldwide. InTest’s growth strategy leverages these strengths to grow organically and with acquisitions through the addition of innovative technologies, deeper and broader geographic reach, customer penetration and market expansion. For more information, visit <https://www.intest.com/>.

Non-GAAP Financial Measures

In addition to disclosing results that are determined in accordance with generally accepted accounting practices in the United States (“GAAP”), we also disclose non-GAAP financial measures. These non-GAAP financial measures consist of adjusted net earnings (loss), adjusted earnings (loss) per diluted share (“adjusted EPS”), adjusted EBITDA, and adjusted EBITDA margin.

The Company defines these non-GAAP measures as follows:

- Adjusted net earnings (loss) is derived by adding acquired intangible amortization, restructuring costs, and the tax effect of the adjusting items, to net earnings (loss).
- Adjusted earnings (loss) per diluted share is derived by dividing adjusted net earnings (loss) by diluted weighted average shares outstanding.
- Adjusted EBITDA is derived by adding acquired intangible amortization, restructuring costs, net interest expense, income tax expense, depreciation, and stock-based compensation expense to net earnings.
- Adjusted EBITDA margin is derived by dividing adjusted EBITDA by revenue.

These results are provided as a complement to the results provided in accordance with GAAP. Adjusted net earnings (loss) and adjusted earnings (loss) per diluted share (“adjusted EPS”) are non-GAAP financial measures presented to provide investors with meaningful, supplemental information regarding our baseline performance before acquired intangible amortization, and restructuring costs as management believes these expenses may not be indicative of our underlying operating performance. Adjusted EBITDA and adjusted EBITDA margin are non-GAAP financial measures presented primarily as a measure of liquidity as they exclude non-cash charges for acquired intangible amortization, depreciation and stock-based compensation. In addition, adjusted EBITDA and adjusted EBITDA margin also exclude the impact of restructuring costs, interest income or expense and income tax expense or benefit, as management believes these expenses may not be indicative of our underlying operating performance.

Management’s Use of Non-GAAP Measures

The non-GAAP financial measures presented in this press release are used by management to make operational decisions, to forecast future operational results, and for comparison with our business plan, historical operating results and the operating results of our peers. Reconciliations from net earnings (loss) and earnings (loss) per diluted share (“EPS”) to adjusted net earnings (loss) and adjusted earnings (loss) per diluted share (“adjusted EPS”) and from net earnings (loss) and net margin to adjusted EBITDA and adjusted EBITDA margin, are contained in the tables below.

Management believes these Non-GAAP financial measures are important in evaluating our performance, results of operations, and financial position. We use non-GAAP financial measures to supplement our GAAP results to provide a more complete understanding of the factors and trends affecting our business. Non-GAAP measures as presented in this press release may differ from and may not be comparable to similarly titled measures used by other companies.

Key Performance Indicators

In addition to the foregoing non-GAAP measures, management uses orders and backlog as key performance metrics to analyze and measure the Company’s financial performance and results of operations. Management uses orders and backlog as measures of current and future business and financial performance, and these may not be comparable with measures provided by other companies. Orders represent written communications received from customers requesting the Company to provide products and/or services. Backlog is calculated based on firm purchase orders we receive for which revenue has not yet been recognized. Management believes tracking orders and backlog are useful as they are often leading indicators of future performance. In accordance with industry practice, contracts may include provisions for cancellation, termination, or suspension at the discretion of the customer.

Given that each of orders and backlog are operational measures and that the Company’s methodology for calculating orders and backlog does not meet the definition of a non-GAAP measure, as that term is defined by the U.S. Securities and Exchange Commission, a quantitative reconciliation for each is not required or provided.

-MORE-

Forward-Looking Statements

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. These statements do not convey historical information but relate to predicted or potential future events and financial results, such as statements of the Company's plans, strategies and intentions, or our future performance or goals, that are based upon management's current expectations. These forward-looking statements can often be identified by the use of forward-looking terminology such as "believe," "continue," "expects," "guidance," "intended," "may," "outlook," "will," "plan," "potential," "strategy," "target," "estimated," or similar terminology. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Such risks and uncertainties include, but are not limited to, any mentioned in this press release as well as the Company's ability to execute on its VISION 2030 Strategy; realize the potential benefits of acquisitions and successfully integrate any acquired operations; grow the Company's presence in its key target and international markets; manage supply chain challenges; convert backlog to sales and to ship product in a timely manner; the success of the Company's strategy to diversify its markets; the impact of inflation on the Company's business and financial condition; indications of a change in the market cycles in the semi market or other markets served; changes in business conditions and general economic conditions both domestically and globally including changes in U.S. and/or foreign trade policy, rising interest rates and fluctuation in foreign currency exchange rates; changes in the demand for semiconductors; access to capital and the ability to borrow funds or raise capital to finance potential acquisitions or for working capital; changes in the rates and timing of capital expenditures by the Company's customers; and other risk factors set forth from time to time in the Company's Securities and Exchange Commission filings, including, but not limited to, the Annual Report on Form 10-K for the year ended December 31, 2025, and any subsequent Quarterly Reports on Form 10-Q. Any forward-looking statement made by the Company in this press release is based only on information currently available to management and speaks to circumstances only as of the date on which it is made. The Company undertakes no obligation to update the information in this press release to reflect events or circumstances after the date hereof or to reflect the occurrence of anticipated or unanticipated events, except as required by law.

Contacts:

InTest Corporation

Duncan Gilmour

Chief Financial Officer and Treasurer

Tel: (856) 505-8999

Investors:

Jody Burfening / Sanjay M. Hurry

Alliance Advisors IR

INTTIR@allianceadvisors.com

Tel: (212) 838-3777

– FINANCIAL TABLES FOLLOW –

-MORE-

InTest Corporation
Consolidated Statements of Operations
(Unaudited)

	Three Months Ended	
	March 31,	
<i>(In thousands, except share and per share data)</i>	2026	2025
Revenue	\$ 33,886	\$ 26,637
Cost of revenue	18,478	15,581
Gross profit	15,408	11,056
Operating expenses:		
Selling expense	4,220	4,547
Engineering and product development expense	2,588	2,448
General and administrative expense	6,124	5,816
Amortization of acquired intangible assets	778	813
Restructuring costs	744	313
Total operating expenses	14,454	13,937
Operating income (loss)	954	(2,881)
Interest expense	(80)	(152)
Other income	103	244
Earnings (loss) before income tax expense (benefit)	977	(2,789)
Income tax expense (benefit)	188	(460)
Net earnings (loss)	\$ 789	\$ (2,329)
Earnings (loss) per common share:		
Basic	\$ 0.06	\$ (0.19)
Diluted	\$ 0.06	\$ (0.19)
Weighted average common shares outstanding:		
Basic	12,254,035	12,179,418
Diluted	12,421,345	12,179,418

-MORE-

InTest Corporation
Consolidated Balance Sheets

	March 31, 2026	December 31, 2025
	(Unaudited)	
<i>(In thousands, except share and per share data)</i>		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 12,867	\$ 14,216
Restricted cash	2,817	3,842
Trade accounts receivable, net of allowance for credit losses of \$341 and \$375, respectively	30,154	25,891
Inventories	30,451	31,580
Prepaid expenses and other current assets	3,336	3,109
Total current assets	79,625	78,638
Property and equipment, net of accumulated depreciation of \$10,219 and \$10,083, respectively	4,965	4,778
Right-of-use assets, net	8,588	9,098
Goodwill	32,141	32,359
Intangible assets, net	23,861	24,876
Deferred tax assets	930	775
Other assets	657	789
Total assets	\$ 150,767	\$ 151,313
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 7,417	\$ 6,062
Current portion of operating lease liabilities	2,123	2,098
Accounts payable	8,901	11,205
Customer deposits and deferred revenue	6,785	6,388
Domestic and foreign income taxes payable	734	—
Accrued expenses and other current liabilities	9,872	10,002
Total current liabilities	35,832	35,755
Operating lease liabilities, net of current portion	6,861	7,402
Long-term debt, net of current portion	1,120	1,406
Contingent consideration, net of current portion	—	356
Deferred revenue, net of current portion	823	1,055
Other liabilities	1,662	1,716
Total liabilities	46,298	47,690
Commitments and Contingencies		
Stockholders' equity:		
Preferred stock, \$0.01 par value; 5,000,000 shares authorized; no shares issued or outstanding	—	—
Common stock, \$0.01 par value; 20,000,000 shares authorized; 12,633,051 and 12,570,865 shares issued, respectively; 12,548,292 and 12,488,788 shares outstanding, respectively	126	125
Additional paid-in capital	60,268	59,436
Retained earnings	43,349	42,560
Accumulated other comprehensive earnings	1,722	2,461
Treasury stock, at cost; 84,759 and 82,077 shares, respectively	(996)	(959)
Total stockholders' equity	104,469	103,623
Total liabilities and stockholders' equity	\$ 150,767	\$ 151,313

-MORE-

InTest Corporation
Consolidated Statements of Cash Flows
(Unaudited)

<i>(In thousands)</i>	Three Months Ended March 31,	
	2026	2025
CASH FLOWS FROM OPERATING ACTIVITIES		
Net earnings (loss)	\$ 789	\$ (2,329)
Adjustments to reconcile net earnings (loss) to net cash provided by operating activities:		
Depreciation and amortization	1,641	1,741
Provision for excess and obsolete inventory	271	206
Amortization of deferred compensation related to stock-based awards	291	423
Deferred income tax (expense) benefit	(157)	199
Other non-cash reconciling items	132	(193)
Changes in assets and liabilities:		
Trade accounts receivable	(3,834)	8,493
Inventories	621	(590)
Prepaid expenses and other current assets	(714)	(377)
Other assets	(120)	(21)
Operating lease liabilities	(519)	(523)
Accounts payable	(2,339)	15
Customer deposits and deferred revenue	456	(153)
Domestic and foreign income taxes payable	858	(716)
Deferred revenue, net of current portion	(232)	(27)
Accrued expenses and other liabilities	(459)	(613)
Net cash (used in) provided by operating activities	(3,315)	5,535
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(644)	(229)
Net cash used in investing activities	(644)	(229)
CASH FLOWS FROM FINANCING ACTIVITIES		
Short-term borrowings, net of repayments	2,189	(2,426)
Repayments of long-term debt	(1,025)	(1,025)
Proceeds from stock options exercised	534	18
Proceeds from shares sold under Employee Stock Purchase Plan	31	32
Settlement of employee tax liabilities in connection with treasury stock transaction	(62)	(5)
Net cash provided by (used in) financing activities	1,667	(3,406)
Effects of exchange rates on cash	(82)	318
Net cash (used in) provided by all activities	(2,374)	2,218
Cash, cash equivalents and restricted cash at beginning of period	18,058	19,830
Cash, cash equivalents and restricted cash at end of period	\$ 15,684	\$ 22,048
Cash and cash equivalents	\$ 12,867	\$ 19,830
Restricted cash	2,817	—
Total cash, cash equivalents and restricted cash at end of period	\$ 15,684	\$ 19,830
Cash (receipts) payments for:		
Domestic and foreign income taxes, net of receipts	\$ (572)	\$ 32
Interest	86	142
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Issuance of unvested shares of restricted stock awards	1,455	1,039
Forfeiture of shares of unvested restricted stock awards	(1,386)	(282)

-MORE-

**InTest Corporation
Revenue by Market
(Unaudited)**

(\$ in thousands)

	Three Months Ended									
	March 31, 2026		March 31, 2025		Change		December 31, 2025		Change	
					\$	%			\$	%
Revenue										
Semi	\$ 10,507	31.0 %	\$ 8,995	33.8 %	\$ 1,512	16.8%	\$ 6,941	21.1 %	\$ 3,566	51.4%
Auto/EV	7,487	22.1 %	5,959	22.4 %	1,528	25.6%	5,933	18.1 %	1,554	26.2%
Defense/Aerospace	5,822	17.2 %	2,828	10.6 %	2,994	105.9%	5,537	16.9 %	285	5.1%
Industrial	3,242	9.6 %	3,021	11.3 %	221	7.3%	6,937	21.1 %	(3,695)	(53.3%)
Life Sciences	3,572	10.5 %	1,688	6.3 %	1,884	111.6%	4,043	12.3 %	(471)	(11.6%)
Safety/Security	1,112	3.3 %	564	2.1 %	548	97.2%	503	1.5 %	609	121.1%
Other	2,144	6.3 %	3,582	13.4 %	(1,438)	(40.1%)	2,928	8.9 %	(784)	(26.8%)
	<u>\$ 33,886</u>	<u>100.0 %</u>	<u>\$ 26,637</u>	<u>100.0 %</u>	<u>\$ 7,249</u>	<u>27.2%</u>	<u>\$ 32,822</u>	<u>100.0 %</u>	<u>\$ 1,064</u>	<u>3.2%</u>

* Components may not add up to total due to rounding

**Orders by Market
(Unaudited)**

(\$ in thousands)

	Three Months Ended									
	March 31, 2026		March 31, 2025		Change		December 31, 2025		Change	
					\$	%			\$	%
Orders										
Semi	\$ 7,677	24.2 %	\$ 9,640	38.0 %	\$ (1,963)	(20.4%)	\$ 9,446	25.2 %	\$ (1,769)	(18.7%)
Auto/EV	10,744	33.8 %	5,061	20.0 %	5,683	112.3%	9,857	26.3 %	887	9.0%
Defense/Aerospace	5,918	18.6 %	2,083	8.2 %	3,835	184.1%	5,232	14.0 %	686	13.1%
Industrial	4,123	13.0 %	4,551	18.0 %	(428)	(9.4%)	3,305	8.8 %	818	24.8%
Life Sciences	1,587	5.0 %	1,232	4.9 %	355	28.8%	5,379	14.4 %	(3,792)	(70.5%)
Safety/Security	260	0.8 %	675	2.7 %	(415)	(61.5%)	1,087	2.9 %	(827)	(76.1%)
Other	1,476	4.6 %	2,107	8.3 %	(631)	(29.9%)	3,165	8.4 %	(1,689)	(53.4%)
	<u>\$ 31,785</u>	<u>100.0 %</u>	<u>\$ 25,349</u>	<u>100.0 %</u>	<u>\$ 6,436</u>	<u>25.4%</u>	<u>\$ 37,471</u>	<u>100.0 %</u>	<u>\$ (5,686)</u>	<u>(15.2%)</u>

* Components may not add up to total due to rounding

-MORE-

**InTest Corporation
Segment Data
(Unaudited)**

Three Months Ended March 31, 2026

<i>(\$ in thousands)</i>	Electronic Test	Environmental Technologies	Process Technologies	Corporate & Other	Consolidated
Revenue	\$ 17,341	\$ 8,351	\$ 8,194	\$ —	\$ 33,886
Cost of revenue	8,923	4,867	4,688	—	18,478
Other divisional costs	5,621	2,265	2,813	—	10,699
Division operating income	2,797	1,219	693	—	4,709
Acquired intangible amortization				778	778
Restructuring costs				744	744
Corporate expenses				2,233	2,233
Operating income (loss)	2,797	1,219	693	(3,755)	954
Interest expense				(80)	(80)
Other income				103	103
Earnings (loss) before income tax expense	\$ 2,797	\$ 1,219	\$ 693	\$ (3,732)	\$ 977

Three Months Ended March 31, 2025

<i>(\$ in thousands)</i>	Electronic Test	Environmental Technologies	Process Technologies	Corporate & Other	Consolidated
Revenue	\$ 13,259	\$ 6,268	\$ 7,110	\$ —	\$ 26,637
Cost of revenue	7,313	4,163	4,105	—	15,581
Other divisional costs	5,265	2,360	2,798	—	10,423
Division operating income (loss)	681	(255)	207	—	633
Acquired intangible amortization				813	813
Restructuring costs				313	313
Corporate expenses				2,388	2,388
Operating income (loss)	681	(255)	207	(3,514)	(2,881)
Interest expense				(152)	(152)
Other income				244	244
Earnings (loss) before income tax expense	\$ 681	\$ (255)	\$ 207	\$ (3,422)	\$ (2,789)

-MORE-

InTest Corporation
Reconciliation of Non-GAAP Financial Measures
(Unaudited)

Reconciliation of Net Earnings (Loss) to Adjusted Net Earnings (Loss) (Non-GAAP) and Earnings (Loss) Per Diluted Share to Adjusted EPS (Non-GAAP):

	Three Months Ended		
	March 31, 2026	March 31, 2025	December 31, 2025
<i>(in thousands except per share amounts)</i>			
Net earnings (loss)	\$ 789	\$ (2,329)	\$ 1,243
Acquired intangible amortization	778	813	842
Restructuring costs	744	313	205
Tax effect of adjusting items	(293)	(186)	(337)
Adjusted net earnings (loss) (Non-GAAP)	\$ 2,018	\$ (1,389)	\$ 1,953
Diluted weighted average shares outstanding	12,421	12,179	12,277
Earnings (loss) per diluted share:			
Net earnings (loss)	\$ 0.06	\$ (0.19)	\$ 0.10
Acquired intangible amortization	0.06	0.07	0.07
Restructuring costs	0.06	0.03	0.02
Tax effect of adjusting items	(0.02)	(0.02)	(0.03)
Adjusted EPS (Non-GAAP)	\$ 0.16	\$ (0.11)	\$ 0.16

Reconciliation of Net Earnings (Loss) and Net Margin to Adjusted EBITDA (Non-GAAP) and Adjusted EBITDA Margin (Non-GAAP):

	Three Months Ended		
	March 31, 2026	March 31, 2025	December 31, 2025
<i>(in thousands except percentage data)</i>			
Net earnings (loss)	\$ 789	\$ (2,329)	\$ 1,243
Acquired intangible amortization	778	813	842
Net interest (income) expense	—	37	(8)
Income tax expense (benefit)	188	(460)	134
Depreciation	375	316	378
Restructuring costs	744	313	205
Stock-based compensation	291	423	398
Adjusted EBITDA (Non-GAAP)	\$ 3,165	\$ (887)	\$ 3,192
Revenue	\$ 33,886	\$ 26,637	\$ 32,822
Net margin	2.3%	(8.7%)	3.8%
Adjusted EBITDA margin (Non-GAAP)	9.3%	(3.3%)	9.7%

###