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): November 10, 2026

AIR INDUSTRIES GROUP
(Exact Name of Registrant as Specified in its Charter)

Nevada	**001-35927**	**80-0948413**
State of Incorporation	Commission File Number	IRS Employer I.D. Number

1460 Fifth Avenue, Bay Shore, New York 11706
(Address of Principal Executive Offices)

Registrant's telephone number: (631) 968-5000

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 240.14a-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(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001	AIRI	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 8.01 Other Events.

On Saturday, November 7, 2026, Air Industries Group (the "Company") received a letter from Tenax Aerospace Acquisition, LLC ("Tenax") in which Tenax claimed that the entry by the Company into the amendment to the Company's Loan and Security Agreement with its primary lender extending the maturity date of such agreement and the amendments to the Company's Subordinated Notes, among other things, extending the maturity date of such notes to comply with the Company's obligations under the Loan and Security Agreement without the prior written consent of Tenax would constitute a breach under the Amended and Restated Agreement and Plan of Merger dated July 2, 2026, as amended. In the letter, Tenax also stated that it does not consent to the amendments to the Subordinated Notes, that it has not provided its consent to the amendment to the Loan and Security Agreement and that it reserves all of its rights under the merger agreement. A copy of the letter is annexed as Exhibit 99.1 hereto.

The Company denies the claims made by Tenax and notes that the fee paid to its primary lender for its agreement to extend the maturity date of the Loan and Security Agreement is not material and that it would have been a breach of the duties of the Company's directors to allow the Loan & Security Agreement to expire in the event the contemplated merger with Tenax was not consummated prior to the November 30, 2026, maturity date of the Loan and Security Agreement. The Company notes further that the holders of the Subordinated Notes will receive no consideration for their agreement to extend the maturity date of their notes if the contemplated merger closes by November 30, 2026, at which time the Subordinated Notes are to be repaid.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Letter from Tenax Aerospace Acquisition, LLC dated November 7, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Dated: November 10, 2026

AIR INDUSTRIES GROUP

By: /s/ Scott Glassman
Scott Glassman
Acting Chief Executive Officer and President

Exhibit 99.1

TENAX AEROSPACE ACQUISITION, LLC

November 7, 2026

Air Industries Group
1460 Fifth Avenue
Bay Shore, New York 11706
Attention: Scott Glassman, Acting Chief Executive Officer and President

Copy to:
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
New York, New York 10105
Attention: Vincent J. McGill; Charles Goodwin

Re: Amended and Restated Agreement and Plan of Merger, dated as of July 2, 2026, as amended (the "Merger Agreement"), among Tenax Aerospace Acquisition, LLC ("Tenax"), Air Industries Group ("AIR") and Transitory Air Sub LLC

Dear Mr. Glassman,

We refer to the Merger Agreement. Capitalized terms used but not defined in this letter have the meanings given to them in the Merger Agreement.

On November 4, 2026, AIR's counsel informed Tenax's counsel that, on November 3, 2026, the AIR Board approved (a) an amendment to the Webster Loan extending its maturity to April 30, 2027, with an amendment fee of $50,000 payable on execution and a further $50,000 payable at maturity (the "Webster Amendment"), and (b) an agreement with Michael Taglich and Robert Taglich amending the AIR Subordinated Notes to, among other things, extend their maturity to May 1, 2027 and, if the AIR Subordinated Notes are not repaid by November 30, 2026, increase the principal amounts and interest rates applicable thereto, reduce the conversion price of the AIR Convertible Notes and obligate AIR to seek stockholder approval of full conversion of the AIR Convertible Notes and to use reasonable best efforts to cause each of Michael Taglich and Robert Taglich to be elected to the AIR Board until the AIR Subordinated Notes are repaid (the "Taglich Note Amendment").

Section 6.01(b) of the Merger Agreement provides that, without the prior written consent of Tenax (such consent not to be unreasonably withheld, delayed or conditioned), neither AIR nor any of its Subsidiaries shall, among other things, incur any Indebtedness, modify or amend any AIR Material Contract other than in the ordinary course of business consistent with past practice or authorize, commit or agree to do any of the foregoing. The Webster Loan and the AIR Subordinated Notes are AIR Material Contracts. Entry by AIR into the Webster Amendment or the Taglich Note Amendment without Tenax's prior written consent would be a breach of the Merger Agreement.

1. **Taglich Note Amendment.** Tenax does not consent to the Taglich Note Amendment. Tenax requests that AIR confirm in writing that AIR has not entered into, and will not enter into, the Taglich Note Amendment or any other amendment, modification or extension of the AIR Subordinated Notes without Tenax's prior written consent.

2. **Webster Amendment.** Tenax received a draft of the Webster Amendment from AIR's counsel on November 6, 2026. Tenax's review of the Webster Amendment is ongoing, and Tenax has not provided its consent thereto. Tenax's consideration of a request for consent to the Webster Amendment will take into account, among other things, the written confirmation requested in paragraph 1 above. AIR should not execute the Webster Amendment unless and until Tenax has provided its written consent thereto.

3. **Reservation of Rights.** The Merger Agreement remains in full force and effect in accordance with its terms. Tenax hereby reserves all of its rights, powers, remedies and privileges under the Merger Agreement, the other Transaction Documents and applicable Law, including under Sections 7.06, 8.02, 9.01, 9.05 and 10.07 of the Merger Agreement, in each case with no impairment or prejudice of any such rights, powers, remedies and privileges. Nothing in this letter or in any other communication now or hereafter between Tenax or its Representatives and AIR or its Representatives shall constitute a waiver of any breach or default, a consent to any action requiring Tenax's consent, an election of remedies, or a waiver, modification or release of any right or remedy under the Merger Agreement or otherwise available to Tenax at law, in equity or otherwise.

Respectfully,

TENAX AEROSPACE ACQUISITION, LLC

By: /s/ Thomas C. Foley
Name: Thomas C. Foley
Title: Chairman