MEMORANDUM DECISION

ATTORNEYS FOR APPELLANT

A. Richard M. Blaiklock
Charles R. Whybrew
Lewis Wagner, LLP
Indianapolis, Indiana

ATTORNEYS FOR APPELLEE WHITESELL PRECISION COMPONENTS, INC.

Andrew W. Hull
Michael R. Limrick
Hoover Hull Turner LLP
Indianapolis, Indiana

IN THE COURT OF APPEALS OF INDIANA

Autoform Tool & Manufacturing, LLC,
Appellant,

v.

Whitesell Precision Components, Inc., et al.,
Appellees.

October 19, 2022

Court of Appeals Case No. 21A-PL-1962

Appeal from the Marion Superior Court

The Honorable Heather Welch, Judge

Trial Court Cause No. 49D01-1610-PL-36015

Robb, Judge.

Case Summary and Issue

[1] Autoform Tool & Manufacturing, LLC ("Autoform") brings this interlocutory appeal challenging the trial court's order dissolving an agreed preliminary injunction that had required Whitesell Precision Components, Inc. ("Whitesell") to continue supplying Autoform with automotive component parts during litigation between the parties. Autoform raises several issues which we consolidate and restate as whether the trial court abused its discretion when, in dissolving the injunction, it imposed conditions on Autoform's ability to switch to a new supplier. Concluding the trial court did not abuse its discretion, we affirm.

Facts and Procedural History

[2] This is the third appeal in this active litigation that began in 2016 and still has not reached a final judgment. It is also the second appeal concerning the preliminary injunction. In the first appeal, we described the parties and their business relationship as follows:

> Whitesell is in the business of manufacturing and distributing engineered, specialty, and standard components and parts used in various industries, including in the assembly and manufacture of automobiles. Autoform is in the business of manufacturing components used in the assembly and manufacture of automobiles. Autoform uses injector cups supplied by Whitesell to produce fuel rail assemblies that Autoform sells to Hitachi America, Ltd. ("Hitachi"). Hitachi places fuel injectors into Autoform's fuel rail assemblies, and the finished products are installed into [General Motors] automobiles.

Whitesell Precision Components, Inc. v. Autoform Tool & Mfg., LLC, 110 N.E.3d 380, 381-82 (Ind. Ct. App. 2018) (footnote omitted), *trans. denied*.

[3] In 2011, Hitachi entered into an agreement with Whitesell pursuant to which, if Whitesell's terms of sale and injector cup quality met with Hitachi's approval, Hitachi would direct its supplier to purchase all injector cup requirements from Whitesell.

> Pursuant to direction from Hitachi, Autoform agreed in 2013 to use Whitesell as its sole source of injector cups. Autoform utilizes a "just-in-time" inventory system whereby parts are not stockpiled. The quantity of parts ordered at one time may vary. In October of 2013, Whitesell provided Autoform a per-unit quoted price of $2.470[1] for each injector cup, based upon a five-year quantity estimate. In January of 2014, Autoform requested a price quote for lower-volume shipments and Whitesell provided a quote of $2.958[2] for each injector cup.

Id. at 382.

[4] Autoform had requested a lower-volume price quote from all its component part suppliers after Hitachi informed Autoform that its requirements for fuel rails might be less than originally anticipated because General Motors was

---

[1] $2.470 is the base per piece price and excludes surcharges; with surcharges, the total per piece price was $2.660. *See* Bench Trial Order at 19.

[2] $2.958 is the total per piece price, reflecting the base per piece price of $2.740 plus surcharges. Appellant's Appendix, Volume V at 102. In other words, the apples-to-apples comparison between the higher- and lower-volume quotes are $2.470 base price/$2.660 total price at the higher volume versus $2.740 base price/$2.958 total price at the lower volume. Because the trial court and parties primarily use the base prices (abbreviated to two decimal points), we will do the same hereinafter.

contemplating lower volume vehicle production. Autoform in turn revised its total price quote to Hitachi incorporating those new lower-volume quotes. On November 17, 2014, Autoform issued its first purchase order to Whitesell. The purchase order listed the per piece price of $2.47. Whitesell filled the purchase order. Autoform then issued subsequent purchase orders, each listing the $2.47 base price.

[5] In June 2015, the lower-volume scenario became a reality and Hitachi approved and paid Autoform's low-volume quote which incorporated Whitesell's $2.74 base price for injector cups. But Autoform never paid Whitesell the increased low-volume price, instead continuing to issue purchase orders to Whitesell at the $2.47 base price. Whitesell continued to supply injector cups to Autoform at that price until early 2016 when it began to question why Autoform's purchase orders aligned with the lower-volume estimates that prompted the new quote while Autoform had continued paying the higher-volume price.

> On July 29, 2016, Whitesell issued an invoice to Autoform reflecting the $[2.74 base] price. Whitesell also sought an alleged "payment shortfall" of $343,154.15. Autoform did not pay the amount demanded and, on September 21, 2016, Whitesell informed Autoform that shipments of the injector cups would cease on October 1, 2016.

Id.

[6] The pricing dispute prompted Whitesell to file a complaint for breach of contract and declaratory judgment against Autoform on October 11, 2016. On the same date, Autoform filed a complaint for breach of contract against

Whitesell. The cases were consolidated and transferred by agreement to the Marion County Commercial Court.[3]

[7] In December 2016, Autoform filed an emergency motion for a temporary restraining order ("TRO") after Whitesell stated that it would stop shipping injector cups to Autoform until Autoform made back payments based on the higher price and agreed to pay the higher price going forward. Following a hearing on the TRO motion at which Autoform advised the trial court that its supply of injector cups would likely be exhausted by the next day and that it would take at least twelve months to find a new supplier, the trial court granted a TRO requiring Whitesell to continue to supply the injector cups to Autoform at the lower base price of $2.47 during the pendency of the lawsuit. The trial court set the matter for a hearing on a preliminary injunction, but ultimately, the parties agreed to be bound by a preliminary injunction and the trial court entered an Agreed Order that the TRO "shall remain in effect until the Court enters judgment after the bench trial[.]" Appellant's Appendix, Volume III at 135. Whitesell continued to manufacture and supply injector cups to Autoform.[4]

---

[3] In June 2017, the trial court ordered Hitachi to be joined as an indispensable party defendant. Whitesell eventually amended its complaint and added counts of breach of contract and promissory estoppel against Hitachi.

[4] In 2018, Whitesell filed a motion to dissolve the injunction. The trial court denied the motion and Whitesell appealed. This court affirmed the trial court, *Whitesell Precision Components, Inc.*, 110 N.E.3d at 387, and the preliminary injunction remained in place.

[8] In 2019, Autoform was approached about Multi-Tek, a potential alternative supplier of injector cups, and began to explore the possibility of changing suppliers. Eventually, Autoform submitted a formal request to Hitachi to approve a change from Whitesell to Multi-Tek as the injector cup supplier. During the approval process, Autoform began building a stock of injector cups from Multi-Tek to assist in the transition but did not tell Whitesell it was developing a new supplier and continued to purchase injector cups from Whitesell. Whitesell carries approximately sixty days' worth of raw materials at any given time. Those materials must be ordered several months in advance of their intended use because once ordered, it takes between eight and ten months for them to arrive and be used in the production of injector cups. There is no secondary market for the raw materials.

[9] On January 6, 2021, Hitachi approved the new supplier. On January 13, Autoform filed a motion seeking to dissolve the preliminary injunction. Autoform argued:

> The premise upon which the Injunction was issued was Autoform's inability to obtain injector coups [sic] from a supplier other than Whitesell. That premise no longer applies: Autoform has a new supplier that is ready to supply injector cups, that has been approved by Hitachi and GM. The new supplier can begin

---

Also in 2018, Whitesell filed a motion to compel arbitration pursuant to its terms and conditions over quality-related issues that had arisen. The trial court denied the motion to compel arbitration and Whitesell again appealed. In a memorandum decision, this court agreed with the trial court that because issues of fact remained as to which party's terms and conditions applied to their relationship, Whitesell had not yet proved the existence of an enforceable contract for arbitration. *Whitesell Precision Components, Inc. v. Autoform Tool & Mfg., LLC*, 18A-PL-2462 (Ind. Ct. App. June 25, 2019).

> shipping all of the production needs of Autoform once the Court dissolves the injunction.
>
> * * *
>
> The injunction should be dissolved now because the irreparable harm giving rise to the Injunction no longer exists.

Appellant's App., Vol. IV at 3-4 (emphasis omitted). Unsurprisingly, Whitesell disagreed with unconditional dissolution of the injunction and asked the trial court to deny Autoform's request and impose certain conditions on dissolution to "set right some of Autoform's most obvious wrongs." *Id.* at 37. Whitesell subsequently filed a motion to modify the preliminary injunction specifically outlining the conditions it advocated be imposed:

> 1. Resetting the base price to be paid by Autoform to Whitesell at $2.74 per injector cup, to be paid in combination with the ordinary steel surcharge;
>
> 2. Requiring Autoform to post a bond that accounts for the 27-cent difference that Autoform has retained—the difference between the $2.47 base price it has paid Whitesell and the $2.74 price Hitachi has paid Autoform—since injunctive relief was entered in 2017;
>
> 3. Prohibiting Autoform from resourcing Whitesell as the injector cup's supplier, in violation of Whitesell's contract rights with Hitachi.

Appellant's App., Vol. V at 107.

[10] The trial court held a bench trial on March 3 and 4, 2021 to address "the price and duration of the contract and whose terms and conditions controlled quality issues" but deferred consideration of issues relating to the injunction until after a separate hearing ultimately held in May 2021. Appellant's App., Vol. II at 89. Issues regarding damages and Autoform's counterclaims about quality were also deferred for consideration at a bench trial to be held on a later date.

[11] On August 10, 2021, the trial court issued two orders: 1) Findings of Fact and Conclusions of Law Following the March 3-4, 2021 Bench Trial ("Bench Trial Order") and 2) Order Granting in Part and Denying in Part Autoform's Motion to Dissolve the Preliminary Injunction and Granting in Part and Denying in Part Whitesell's Motion to Modify Existing Injunction ("Injunction Order"). Among other things, the trial court concluded in the Bench Trial Order:

> In sum, the Parties['] arrangement constitutes an indeterminate contract where Whitesell has the right to supply all of Hitachi's Injector Cups at a rate of $2.74 per Injector Cup, subject to Autoform's Terms and Conditions. Going forward, until the final resolution of this matter, Whitesell shall supply the Injector Cups at the $2.74 rate pursuant to Autoform's Terms and Conditions pursuant to Hitachi's needs until either the Injector Cup is no longer needed by Hitachi, if Hitachi determines that Whitesell's price for the Injector Cups is no longer Competitive, or the agreements are terminated through other proper means.

Bench Trial Order at 55-56.

[12] In the Injunction Order, the trial court reviewed the course of this litigation and its earlier rulings and concluded:

14. On balance then, the Court finds that the present circumstances favor granting Autoform's motion to dissolve the injunction as the emergency situation where the supply chain could be interrupted if Whitesell refused to ship Injector Cups would no longer exist where Multi-tek can serve as Hitachi's Tier 3 supplier for Injector Cups. Whitesell could still recover its damages through its breach of contract action against Hitachi, so there is no longer a threat of irreparable harm that would support a preliminary injunction.

15. Taking into account the circumstances of how Autoform procured Multi-tek as an alternate supplier, however, requires a more nuanced dismantlement from the terms of Whitesell's and Autoform's agreed injunction.

16. Autoform set about seeking a replacement supplier while litigation was pending with no notice to the Court or Whitesell. In the meantime, Whitesell was under the obligation to continue supplying Injector Cups under the threat of court order.

17. The Court agrees with Whitesell that principles of equitable estoppel should apply here.

18. It is undisputed that Whitesell lacked knowledge of Autoform's resourcing efforts since Autoform did not disclose such efforts and even sought the Court's protection to prevent such disclosure. Whitesell clearly relied on Autoform to continue sourcing Injector Cups until the issues that formed the basis of the initial dispute in this matter were resolved.

19. The last element is whether Whitesell was prejudiced by Autoform's actions. If so, the Court is within its rights to exercise equitable powers to ensure the injunction does not become an instrument of wrong.

> 20. The Court finds that Whitesell would be so prejudiced by Autoform immediately sourcing Injector Cups from another supplier because Whitesell has been forced to place long-term orders on raw materials in anticipation of needing to fulfill Autoform's Injector Cup purchase orders. The undisputed evidence shows that Whitesell has material on hand that would go to waste if it were no longer supplying Injector Cups. Thus, principles of equitable estoppel compel the Court to fashion an equitable, temporary remedy to resolve any prejudice Whitesell may have suffered as a result of its reliance on the agreed injunction.
>
> * * *
>
> 23. In sum, the Court cannot justify an indefinite injunction against . . . Autoform . . . because Whitesell has not established the element of irreparable harm necessary to proceed with an indeterminate injunction. The Court, however, can employ its equitable authority to ensure that Whitesell is not prejudiced by having to comply with the terms of the agreed injunction while Autoform and Hitachi were working to source Injector Cups from a new supplier.

Injunction Order at 17-19 (citation omitted). The trial court then ordered the following relief:

> For the foregoing reasons, the Court GRANTS in part and DENIES in part Autoform's motion to dissolve the injunction. The Court GRANTS in part and DENIES in part Whitesell's motion to modify the injunction as follows:
>
> 1. The agreed injunction between Autoform and Whitesell is hereby dissolved.

> 2. Under the authority of equitable estoppel, however, Autoform must continue to source Injector Cups from Whitesell until Whitesell's raw material for the Injector Cups that Whitesell possesses or has purchased prior to the date of this Order has been exhausted. These purchases of Injector Cups from Whitesell shall be at the base price of $2.74 per Injector Cup and subject to Autoform's Terms and Conditions.
>
> 3. This equitable remedy shall continue until either Whitesell's raw materials are exhausted, Whitesell is fully compensated for its raw material costs and lost profits from being unable to sell the raw material as Injector Cups at the $2.74 price, or an alternate solution is agreed to by all Parties.

Id. at 20.

[13] Autoform filed a notice of appeal from both interlocutory orders, claiming as the basis for jurisdiction Indiana Appellate Rule 14(A)(1) and/or 14(A)(5). Whitesell filed a motion to dismiss the appeal. On December 20, 2021, this court granted the motion to dismiss as to the Bench Trial Order, dismissing that portion of the appeal without prejudice, but denied the motion to dismiss as to the Injunction Order.[5] Additional facts will be provided as necessary.

Discussion and Decision

[5] Appellate Rule 14(A)(5) makes an interlocutory order "[g]ranting or refusing to grant, dissolving, or refusing to dissolve a preliminary injunction" appealable of right.

I. Standard of Review

[14] We review a trial court's decision to dissolve or refuse to dissolve a preliminary injunction for an abuse of discretion. *Hannum Wagle & Cline Eng'g, Inc. v. American Consulting, Inc.*, 64 N.E.3d 863, 882 (Ind. Ct. App. 2016). A trial court abuses its discretion when its decision is clearly against the logic and effect of the facts and circumstances or if the trial court misinterprets the law. *Aberdeen Apts. v. Cary Campbell Realty Alliance, Inc.*, 820 N.E.2d 158, 163 (Ind. Ct. App. 2005), *trans. denied*. To the extent the trial court engaged in fact-finding, we give deference to facts found. *Oxford Fin. Grp., Ltd. v. Evans*, 795 N.E.2d 1135, 1141-42 (Ind. Ct. App. 2003).

II. Order Dissolving the Injunction

[15] Here, Autoform sought and was granted a TRO that required Whitesell to keep supplying injector cups to Autoform during this litigation. The preliminary injunction that followed was entered due to the parties' stipulation. Generally, a stipulation may not be withdrawn without the consent of both parties or for cause. *Whitesell Precision Components, Inc.*, 110 N.E.3d at 383. Typical grounds for setting aside a stipulation are fraud, mistake, or undue influence and do not include "that the stipulation was disadvantageous to the party seeking relief." *In the Matter of Ce.B.*, 74 N.E.3d 247, 250 (Ind. Ct. App. 2017) (quotation omitted). Essentially, Autoform sought dissolution because the stipulated injunction had become disadvantageous to it once it found a new supplier of injector cups. It was not *entitled* to dissolution on that basis.

[16] However, the trial court concluded that the preliminary injunction should be dissolved because the reason for the injunction – keeping the supply of injector cups flowing to Autoform while outstanding issues between the parties were addressed (and thereby keeping the automobile supply chain in general flowing) – no longer existed given Autoform had found an alternate supplier. In *United States v. Swift & Co.*, the United States Supreme Court affirmed a trial court's power to modify an agreed injunction, stating: "We are not doubtful of the power of a court of equity to modify an injunction in adaptation to changed conditions, though it was entered by consent. . . . A continuing decree of injunction directed to events to come is subject always to adaptation as events may shape the need." 286 U.S. 106, 114 (1932); *see Hess v. Bd. of Directors of Cordry-Sweetwater Conservancy Dist.*, 141 N.E.3d 889, 894 (Ind. Ct. App. 2020) (agreeing with *Swift* that an agreed injunction concerning prospective matters "is subject to the trial court's continuing equitable authority"). Here, the trial court determined that events occurring since the preliminary injunction was entered warranted dissolving the injunction. But the trial court further determined that an unconditional dissolution would be inequitable to Whitesell because Whitesell had relied on the injunction in continuing to order materials for manufacturing injector cups without knowing Autoform was vetting a new supplier. Therefore, the trial court concluded that a "more nuanced dismantlement" of the agreed preliminary injunction was required. Injunction Order at 17.

[17] As a general proposition, a trial court has full discretion to fashion equitable remedies that are complete and fair to all parties involved. *Swami, Inc. v. Lee*, 841 N.E.2d 1173, 1178 (Ind. Ct. App. 2006), *trans. denied*. The trial court based its order on the principles of equitable estoppel. *See Hannum Wagle & Cline Eng'g, Inc.*, 64 N.E.3d at 884 (acknowledging equitable estoppel argument made in response to a request to dissolve a preliminary injunction but determining the proponent of the argument had not proved all the required elements). The party claiming equitable estoppel must (1) lack knowledge and the means of knowledge as to the facts in question, (2) rely upon the conduct of the party estopped, and (3) experience a prejudicial change in position based on the conduct of the party to be estopped. *Money Store Inv. Corp. v. Summers*, 849 N.E.2d 544, 547 (Ind. 2006). The trial court found that Whitesell did not know and did not have the means to know that Autoform was vetting a new supplier for injector cups; that Whitesell continued ordering materials and manufacturing injector cups in reliance on the trial court's orders that it continue supplying injector cups to Autoform and on Autoform's continued orders for injector cups; and that Whitesell would be prejudiced if Autoform were allowed to switch suppliers immediately.

[18] Autoform broadly asserts the trial court's Injunction Order is an abuse of discretion, arguing against the imposition of conditions on its ability to switch injector cup suppliers at all, as well as arguing against the specific conditions the trial court imposed.

A. Imposition of Conditions

[19] As for the general imposition of conditions, Autoform characterizes the trial court's order as a new injunction against Autoform. *See* Corrected Brief of the Appellant at 40-41. But it is not. The Injunction Order unequivocally dissolves the existing injunction, and it does not enjoin Autoform from using a new supplier. It simply sets conditions on Autoform's ability to do so which Autoform can either accept and switch to Multi-Tek as its supplier or reject and continue to use Whitesell as its supplier until final judgment.

[20] Autoform argues that no party requested the specific relief the trial court granted and that it had no notice conditions might be imposed on its ability to switch suppliers if the injunction was dissolved. However, after Autoform filed its motion to dissolve the preliminary injunction, Whitesell filed a response in which it asked the trial court to deny an unconditional dissolution and instead impose conditions that would minimize harm to Whitesell. Whitesell later filed a motion to modify the injunction reiterating the arguments from its initial response; Autoform filed a response to this motion. Thus, Autoform was well apprised of and able to argue against the possibility it would not be allowed to simply have the injunction dissolved and walk away.

[21] Autoform also claims the trial court abused its discretion in imposing conditions intended to mitigate consequences to Whitesell from dissolving the injunction because Whitesell's damages are quantifiable. It is true a "party suffering mere economic injury is not entitled to injunctive relief because damages are sufficient to make the party whole." *Westwood One Radio Networks,*

LLC v. Nat'l Collegiate Athletic Ass'n, 172 N.E.3d 294, 303 (Ind. Ct. App. 2021) (quotation omitted). But this argument is based on the premise that the trial court entered a new injunction in Whitesell's favor, which we have already determined it did not. Moreover, the trial court noted that Whitesell would suffer more than economic injury if the injunction were immediately dissolved with no conditions, including the idling of machinery and termination of at least twenty-five percent of its skilled workforce. *See* Injunction Order at 14.

[22] In sum, it is not clearly against the logic and effect of the facts and circumstances of this case for the trial court to have determined that equitable estoppel precluded unconditionally dissolving the preliminary injunction. It was also not against the logic and effect of the facts and circumstances for the trial court to impose conditions on Autoform's ability to switch suppliers in order to limit prejudice to Whitesell for its reliance on the trial court's prior orders and Autoform's course of conduct.

B. Specific Conditions

[23] Having decided the trial court did not abuse its discretion in imposing conditions on dissolving the injunction, we consider Autoform's challenges to the specific conditions the trial court imposed:

> 2. Under the authority of equitable estoppel . . ., Autoform must continue to source Injector Cups from Whitesell until Whitesell's raw material for the Injector Cups that Whitesell possesses or has purchased prior to the date of this Order has been exhausted. These purchases of Injector Cups from Whitesell shall be at the

> base price of $2.74 per Injector Cup and subject to Autoform's Terms and Conditions.
>
> 3. This equitable remedy shall continue until either Whitesell's raw materials are exhausted, Whitesell is fully compensated for its raw material costs and lost profits from being unable to sell the raw material as Injector Cups at the $2.74 price, or an alternate solution is agreed to by all Parties.

Injunction Order at 20. In other words, the trial court offered two options to Autoform: continue to purchase injector cups from Whitesell until the raw materials Whitesell had purchased were exhausted or pay Whitesell upfront for the raw materials and lost profits. Essentially, the end result was the same, it was only the timing that differed: either Autoform could wait to switch suppliers until Whitesell had used the raw materials on hand and Autoform had paid for the finished injector cups or Autoform could pay Whitesell an equivalent amount and switch suppliers immediately. Autoform argues the trial court erred in setting the injector cup price for this calculation and in ordering compensation for Whitesell's lost profits.

[24] As for the price, that issue was litigated at the bench trial and decided by the trial court in its Bench Trial Order. The trial court incorporated its findings from the Bench Trial Order into the Injunction Order in setting the conditions under which Autoform could move on from Whitesell as its injector cup supplier. Autoform filed a notice of appeal from both the Bench Trial Order and the Injunction Order, asserting both were interlocutory orders appealable of right under Appellate Rule 14(A). However, on Whitesell's motion,

Autoform's appeal of the Bench Trial Order was dismissed by this court prior to briefing. Ostensibly, Autoform has proceeded only on issues related to the Injunction Order; that is, it has not asked this panel to reconsider the earlier dismissal of its appeal from the Bench Trial Order. Nonetheless, Autoform argues that it "must be allowed to raise" the issue of the price of the injector cup in this appeal because in setting the conditions under which Autoform can stop using Whitesell as the supplier of injector cups, the trial court relied on its finding in the Bench Trial Order regarding their cost. Corrected Br. of the Appellant at 49 n.12.

[25] We acknowledge the conditions of the Injunction Order incorporate the findings from the Bench Trial Order, but those findings are not properly before us and the trial court did not make independent findings in the Injunction Order regarding price. We will not in effect subvert the dismissal of the appeal from the Bench Trial Order – which Autoform does not dispute – by delving into the substance of issues tried at the bench trial. *See Midwest Ent. Ventures, Inc. v. Town of Clarksville*, 158 N.E.3d 787, 791-92 (Ind. Ct. App. 2020) (stating that interlocutory appeals are not vehicles through which the trial court proceedings as a whole can be attacked without regard to the actual order on appeal and therefore limiting scope of review to preliminary injunction order appealed as a matter of right and declining to address separate ruling on motion to dismiss), *trans. denied*.

[26] For our purposes at this time, we will assume the trial court's findings regarding price from the Bench Trial Order are correct. Although Autoform argues it

would "have no way to challenge the price the trial court set in the Injunction Order" if it is not allowed to argue that issue in this appeal, Corrected Br. of the Appellant at 49 n.12, we disagree. The appeal from the Bench Trial Order was dismissed without prejudice. When this litigation reaches final judgment at some point in the future, Autoform can appeal the findings and conclusions related to the price in the Bench Trial Order and appropriate wholistic relief can be requested.

[27] Finally, Autoform claims the trial court abused its discretion in ordering it to compensate Whitesell for lost profits as a condition of switching suppliers because according to Autoform's Terms and Conditions, which the trial court concluded in the Bench Trial Order applied to this relationship, Whitesell is not entitled to recover those damages.

[28] Although Autoform does not want to be bound by the price determined by the trial court in the Bench Trial Order, it does want the benefit of the trial court's decision in that order that its Terms and Conditions apply rather than Whitesell's.[6] Regardless, the dissolution of the preliminary injunction is not a matter that falls within any party's terms and conditions because the injunction itself was a matter of equity, not contract. Without Autoform's motion to dissolve the preliminary injunction, the injunction would have continued until

[6] Whitesell notes in its brief that the "conclusion that Autoform's standard terms apply is in the trial court's Bench Trial Order, which is not a final judgment and not properly appealed here. Whitesell therefore does not have the opportunity to contest that conclusion, and does not waive the opportunity to do so later." Brief of Appellee at 27 n.6.

the conclusion of the litigation; the trial court ordered compensation for lost profits only because of its early dissolution at Autoform's request and to the disadvantage of Whitesell.

[29] The trial court has had a front row seat to this complicated and lengthy litigation which involves complex issues, implicates the national automobile supply chain, and has now prompted three interlocutory appeals. Under these circumstances, and consistent with the discussion above, we decline to second-guess the trial court's exercise of its discretion in crafting this equitable remedy.

Conclusion

[30] The trial court did not abuse its discretion in imposing conditions on Autoform's ability to switch injector cup suppliers upon dissolution of the agreed preliminary injunction. Therefore, we affirm the Injunction Order.

[31] Affirmed.

Pyle, J., and Weissmann, J., concur.