



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2009

Or

TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-14989

**WESCO International, Inc.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

25-1723342

(IRS Employer Identification No.)

225 West Station Square Drive  
Suite 700

Pittsburgh, Pennsylvania 15219  
(Address of principal executive offices)

(412) 454-2200

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for at least the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of November 2, 2009, WESCO International, Inc. had 42,278,665 shares of common stock outstanding.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
QUARTERLY REPORT ON FORM 10-Q

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**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(unaudited)

<i>Amounts in thousands, except share data</i>	September 30, 2009	December 31, 2008
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 111,345	\$ 86,338
Trade accounts receivable, net of allowance for doubtful accounts of \$22,414 and \$19,665 in 2009 and 2008, respectively	663,433	791,356
Other accounts receivable	46,851	42,758
Inventories, net	495,301	605,678
Current deferred income taxes	2,871	2,857
Income taxes receivable	24,299	18,661
Prepaid expenses and other current assets	13,748	10,015
Total current assets	<u>1,357,848</u>	<u>1,557,663</u>
Property, buildings and equipment, net	117,705	119,223
Intangible assets, net	83,146	88,689
Goodwill	863,339	862,778
Investment in subsidiary	44,540	46,251
Deferred income taxes	18,469	16,811
Other assets	13,690	28,446
Total assets	<u>\$ 2,498,737</u>	<u>\$ 2,719,861</u>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current Liabilities:</b>		
Accounts payable	\$ 494,845	\$ 556,502
Accrued payroll and benefit costs	28,691	49,753
Short-term debt	—	295,000
Current portion of long-term debt	3,897	3,823
Bank overdrafts	19,245	30,367
Current deferred income taxes	1,705	1,516
Other current liabilities	60,842	69,048
Total current liabilities	<u>609,225</u>	<u>1,006,009</u>
Long-term debt, net of discount of \$183,942 and \$40,501 in 2009 and 2008, respectively	701,047	801,427
Deferred income taxes	199,411	136,736
Other noncurrent liabilities	27,643	20,585
Total liabilities	<u>\$ 1,537,326</u>	<u>\$ 1,964,757</u>
Commitments and contingencies		
<b>Stockholders' Equity:</b>		
Preferred stock, \$.01 par value; 20,000,000 shares authorized, no shares issued or outstanding	—	—
Common stock, \$.01 par value; 210,000,000 shares authorized, 55,828,790 and 55,788,620 shares issued and 42,278,994 and 42,239,962 shares outstanding in 2009 and 2008, respectively	558	557
Class B nonvoting convertible common stock, \$.01 par value; 20,000,000 shares authorized, 4,339,431 issued and no shares outstanding in 2009 and 2008, respectively	43	43
Additional capital	987,621	886,019
Retained earnings	560,446	477,111
Treasury stock, at cost; 17,889,227 and 17,888,089 shares in 2009 and 2008, respectively	(590,319)	(590,288)
Accumulated other comprehensive income	3,062	(18,338)
Total stockholders' equity	<u>961,411</u>	<u>755,104</u>
Total liabilities and stockholders' equity	<u>\$ 2,498,737</u>	<u>\$ 2,719,861</u>

*The accompanying notes are an integral part of the condensed consolidated financial statements.*

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(unaudited)

<i>Amounts in thousands, except per share data</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008 (1)	2009	2008 (1)
Net sales	\$1,152,427	\$1,628,087	\$3,491,232	\$4,681,046
Cost of goods sold (excluding depreciation and amortization below)	931,536	1,311,731	2,808,296	3,758,716
Selling, general and administrative expenses	168,309	211,262	525,658	629,704
Depreciation and amortization	6,410	6,543	19,926	20,168
Income from operations	46,172	98,551	137,352	272,458
Interest expense, net	13,599	15,646	39,949	49,786
Gain on debt exchange	(5,961)	—	(5,961)	—
Other income	(1,391)	(2,274)	(4,118)	(7,657)
Income before income taxes	39,925	85,179	107,482	230,329
Provision for income taxes	6,306	21,451	24,147	65,924
Net income	\$ 33,619	\$ 63,728	\$ 83,335	\$ 164,405
Earnings per share :				
Basic	\$ 0.80	\$ 1.51	\$ 1.97	\$ 3.87
Diluted	\$ 0.79	\$ 1.48	\$ 1.95	\$ 3.77

- (1) The balances reported for the three months and nine months ended September 30, 2008 have been revised as a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009 (see Note 3).

*The accompanying notes are an integral part of the condensed consolidated financial statements.*

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited)

<i>Amounts in thousands</i>	<b>Nine Months Ended September 30,</b>	
	<b>2009</b>	<b>2008 (1)</b>
<b>Operating Activities:</b>		
Net income	\$ 83,335	\$ 164,405
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	19,926	20,168
Amortization of debt issuance costs	2,862	2,525
Amortization of debt discount	10,556	10,884
Deferred income taxes	5,413	(6,716)
Stock-based compensation expense	9,787	9,703
Gain on debt exchange	(5,961)	
Gain on sale of property, buildings and equipment	(308)	(2,114)
Loss on sale of subsidiary	—	3,005
Equity income, net of distributions in 2009 and 2008 of \$4,786 and \$5,857, respectively	668	(1,800)
Excess tax benefit from stock-based compensation	(197)	(9,457)
Interest related to uncertain tax positions	863	957
Changes in assets and liabilities		
Trade and other receivables, net	148,858	(99,399)
Inventories, net	117,086	(14,348)
Prepaid expenses and other current assets	(8,577)	23,292
Accounts payable	(69,698)	129,821
Accrued payroll and benefit costs	(21,413)	(2,698)
Other current and noncurrent liabilities	(2,346)	(1,301)
Net cash provided by operating activities	<u>290,854</u>	<u>226,927</u>
<b>Investing Activities:</b>		
Capital expenditures	(10,505)	(26,947)
Acquisition payments	(214)	(3,289)
Proceeds from sale of subsidiary	—	60,000
Equity distribution	1,328	—
Proceeds from sale of assets	111	3,794
Net cash (used) provided by investing activities	<u>(9,280)</u>	<u>33,558</u>
<b>Financing Activities:</b>		
Short-term borrowings, net	—	20,000
Proceeds from issuance of long-term debt	305,700	523,400
Repayments of long-term debt	(545,458)	(682,715)
Debt issuance costs	(13,261)	(45)
Proceeds from the exercise of stock options	312	9,357
Excess tax benefit from stock-based compensation	197	9,457
Repurchase of common stock	(30)	(78,852)
Decrease in bank overdrafts	(11,122)	(25,239)
Payments on capital lease obligations	(1,500)	(1,363)
Net cash used by financing activities	<u>(265,162)</u>	<u>(226,000)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>8,595</u>	<u>(3,512)</u>
Net change in cash and cash equivalents	25,007	30,973
Cash and cash equivalents at the beginning of period	86,338	72,297
Cash and cash equivalents at the end of period	<u>\$ 111,345</u>	<u>\$ 103,270</u>
<b>Supplemental disclosures:</b>		
Non-cash investing and financing activities:		
Property, buildings and equipment acquired through capital leases	805	1,990
Issuance of long-term debt	345,000	—
Reacquisition of long-term debt	357,411	—

(1) The balances reported for the nine months ended September 30, 2009 have been revised as a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009 (see Note 3).

*The accompanying notes are an integral part of the condensed consolidated financial statements.*

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(unaudited)

**1. ORGANIZATION**

WESCO International, Inc. and its subsidiaries (collectively, “WESCO” or the “Company”), headquartered in Pittsburgh, Pennsylvania, is a full-line distributor of electrical supplies and equipment and is a provider of integrated supply procurement services with operations in the United States, Canada, Mexico, the United Kingdom, Nigeria, United Arab Emirates, Singapore, Australia and China. WESCO currently operates approximately 380 full service branch locations and seven distribution centers (four in the United States and three in Canada.)

**2. ACCOUNTING POLICIES**

*Basis of Presentation*

The unaudited condensed consolidated financial statements of WESCO have been prepared in accordance with Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (the “SEC”). The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in WESCO’s Current Report on Form 8-K dated July 27, 2009 filed with the SEC. The December 31, 2008 condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States.

The unaudited condensed consolidated balance sheet as of September 30, 2009, the unaudited condensed consolidated statements of income for the three and nine months ended September 30, 2009 and 2008, respectively, and the unaudited condensed consolidated statements of cash flows for the nine months ended September 30, 2009 and 2008, respectively, in the opinion of management, have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair statement of the results of the interim periods. All adjustments reflected in the unaudited condensed consolidated financial statements are of a normal recurring nature unless indicated. Results for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

We evaluated subsequent events through November 6, 2009, which is the date the unaudited condensed consolidated financial statements were issued.

*Reclassification*

Certain prior period balances within the balance sheet have been reclassified to conform with current year presentation.

*Recent Accounting Pronouncements*

In June 2009, the Financial Accounting Standards Board (the “FASB”) issued new guidance concerning the organization of authoritative guidance under U.S. GAAP. This new guidance created the FASB Accounting Standards Codification (the “Codification”). The Codification does not change current U.S. GAAP but is intended to simplify user access to all authoritative U.S. GAAP by providing all the authoritative literature related to a particular topic in one place. The Codification supersedes all existing accounting and reporting standards, and all other accounting literature not included in the Codification is nonauthoritative. The Codification became effective for WESCO during the interim period ended September 30, 2009 and did not have an impact on WESCO’s financial position, results of operations or cash flows.

### 3. CHANGE IN METHOD OF ACCOUNTING FOR CONVERTIBLE DEBT INSTRUMENTS

On January 1, 2009, WESCO retrospectively applied the provisions of new guidance concerning convertible debt instruments to its 2.625% Convertible Senior Debentures due 2025 (the "2025 Debentures") and 1.75% Convertible Senior Debentures due 2026 (the "2026 Debentures"). Prior to the adoption of this guidance, WESCO accounted for its convertible debt instruments solely as long-term debt. The new guidance requires an issuer of certain convertible debt instruments to separately account for the liability and equity components of convertible debt instruments in a manner that reflects the issuer's non-convertible debt borrowing rate. This accounting treatment results in an increase in non-cash interest reported in the financial statements, a decrease in long-term debt, an increase in equity and an increase in deferred income taxes.

Proceeds of \$150 million and \$300 million were received in connection with the issuance of the 2025 Debentures and 2026 Debentures, respectively. WESCO utilized an interest rate of 6.0% for both the 2025 Debentures and 2026 Debentures to reflect the non-convertible debt borrowing rate of its offerings upon issuance, which resulted in discounts of \$21.3 million and \$53.7 million, respectively, to the convertible note balances and a net increase in additional capital of \$12.3 million and \$31.2 million, respectively. In addition, financing costs related to the issuance of the Debentures were allocated between the debt and equity components. The debt discounts are being amortized over a five-year period. The amortization period ends on October 15, 2010 for the 2025 Debentures and November 15, 2011 for the 2026 Debentures. Debt discount amortization of \$0.7 million will be recognized over the remainder of 2009, \$2.1 million in 2010, and less than \$0.1 million in 2011. These amounts reflect the impact of the convertible debt exchange offer, which was completed on August 27, 2009 (see Note 7).

As of September 30, 2009, the unamortized discount for the 2025 Debentures and 2026 Debentures was \$2.9 million and \$0.1 million, respectively. As of December 31, 2008, the unamortized discount for the 2025 Debentures and 2026 Debentures was \$8.1 million and \$32.4 million, respectively. The decrease in the unamortized discounts is due to the completion of the convertible debt exchange offer (see Note 7). The net carrying amounts of the liability components are classified as long-term debt in the consolidated balance sheets.

WESCO recorded a deferred tax liability for the basis difference associated with the liability components. The initial recognition of deferred taxes was recorded as an adjustment to additional capital. In subsequent periods, the deferred tax liability is reduced and a deferred tax benefit is recognized in earnings as the debt discount is amortized to pre-tax income.

As described above, the Debentures accrue interest at an effective interest rate of 6.0%. For the three months ended September 30, 2009 and 2008, interest expense for the 2025 Debentures and 2026 Debentures totaled \$4.3 million and \$5.9 million, respectively, of which \$2.7 million and \$3.6 million, respectively, was non-cash interest. For the nine months ended September 30, 2009 and 2008, interest expense for the 2025 Debentures and 2026 Debentures totaled \$16.6 million and \$17.8 million, respectively, of which \$10.4 million and \$10.9 million, respectively, was non-cash interest. Interest expense for the three and nine months ended September 30, 2009 reflects the impact of the convertible debt exchange (see Note 7).

The following table provides the effect of applying the new guidance on individual line items in the 2008 financial statements:

	Previously Reported Three Months Ended September 30, 2008	Revised Three Months Ended September 30, 2008
<b>Condensed Consolidated Statement of Income</b>		
Interest expense, net	\$12,127	\$15,646
Income before income taxes	88,698	85,179
Provision for income taxes	22,830	21,451
Net Income	65,868	63,728
Earnings per share:		
Basic	1.56	1.51
Diluted	1.53	1.48



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	Previously Reported Nine Months Ended September 30, 2008	Revised Nine Months Ended September 30, 2008
<b>Condensed Consolidated Statement of Income</b>		
Interest expense, net	\$ 39,229	\$ 49,786
Income before income taxes	240,886	230,329
Provision for income taxes	70,062	65,924
Net Income	170,824	164,405
Earnings per share:		
Basic	4.02	3.87
Diluted	3.92	3.77
	Nine Months Ended September 30, 2008	Nine Months Ended September 30, 2008
<b>Condensed Consolidated Statement of Cash Flows</b>		
Net income	\$170,824	\$164,405
Adjustments to net income:		
Amortization of debt issuance costs	2,852	2,525
Amortization of debt discount	—	10,884
Deferred income taxes	(2,578)	(6,716)
Net cash provided by operating activities	226,927	226,927

**4. STOCK-BASED COMPENSATION**

WESCO's stock-based employee compensation plans are comprised of stock options, stock-settled stock appreciation rights and restricted stock units. Compensation cost for all stock-based awards is measured at fair value on the date of grant, and compensation cost is recognized, net of estimated forfeitures, over the service period for awards expected to vest. The fair value of stock options and stock-settled appreciation rights is determined using the Black-Scholes valuation model. The fair value of restricted stock units is determined by the grant-date closing price of WESCO's common stock. The forfeiture assumption is based on WESCO's historical employee behavior that is reviewed on an annual basis. No dividends are assumed.

During the three months ended September 30, 2009 and 2008 and nine months ended September 30, 2009 and 2008, WESCO granted the following stock-settled stock appreciation rights and restricted stock units at the following weighted average assumptions:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Stock-settled appreciation rights granted	801,531	895,235	803,231	920,344
Restricted stock units	245,997	—	245,997	—
Risk free interest rate	2.3%	3.1%	2.3%	3.1%
Expected life	4.5 years	4 years	4.5 years	4 years
Expected volatility	51%	38%	51%	38%

For the three and nine months ended September 30, 2009 and 2008, the weighted average fair value per stock-settled appreciation right granted was \$11.15 and \$13.65, respectively. For the three and nine months ended September 30, 2009, the weighted average fair value per restricted stock unit granted was \$25.37.

WESCO recognized \$3.5 million and \$3.2 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, for the three months ended September 30, 2009 and 2008, respectively. WESCO recognized \$9.8 million and \$9.7 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, for the nine months ended September 30, 2009 and 2008, respectively. As of September 30, 2009, there was \$23.3 million of total unrecognized compensation cost related to non-vested stock-based compensation arrangements for all awards previously made, of which approximately \$3.5 million is expected to be recognized over the remainder of 2009, \$11.7 million in 2010, \$6.3 million in 2011 and \$1.8 million in 2012.

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During the nine months ended September 30, 2009 and 2008, the total intrinsic value of stock options and stock-settled stock appreciation rights exercised was \$0.6 million and \$26.1 million, respectively, and the total amount of cash received from the exercise of options was \$0.3 million and \$9.4 million, respectively. The tax impact associated with the exercise of stock options and stock-settled stock appreciation rights for the nine months ended September 30, 2009 and 2008 was a detriment of \$0.1 million and a benefit \$9.5 million, respectively, and was recorded to additional capital.

The following table sets forth a summary of stock options and stock-settled stock appreciation rights and related information for the nine months ended September 30, 2009:

	Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value (In Thousands)
Outstanding at December 31, 2008	3,933,035	\$ 36.44		
Granted	803,231	25.37		
Exercised	(83,587)	16.95		
Forfeited	(202,200)	44.71		
Outstanding at September 30, 2009	<u>4,450,479</u>	<u>34.44</u>	<u>6.8</u>	<u>\$ 19,500</u>
Exercisable at September 30, 2009	<u>2,867,615</u>	<u>\$ 34.26</u>	<u>5.5</u>	<u>\$ 16,693</u>

The following table sets forth a summary of restricted stock units and related information for the nine months ended September 30, 2009:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2008	—	—
Granted	245,997	\$ 25.37
Vested	—	—
Forfeited	—	—
Unvested at September 30, 2009	<u>245,997</u>	<u>\$ 25.37</u>

## 5. EARNINGS PER SHARE

Basic earnings per share are computed by dividing net income by the weighted average common shares outstanding during the periods. Diluted earnings per share are computed by dividing net income by the weighted average common shares and common share equivalents outstanding during the periods. The dilutive effect of common share equivalents is considered in the diluted earnings per share computation using the treasury stock method, which includes consideration of stock-based compensation.

The following table sets forth the details of basic and diluted earnings per share:

	Three Months Ended September 30,	
	2009	2008
<i>Amounts in thousands, except share and per share data</i>		
Net income reported <sup>(1)</sup>	\$ 33,619	\$ 63,728
Weighted average common shares outstanding used in computing basic earnings per share	42,278,729	42,154,940
Common shares issuable upon exercise of dilutive stock options	479,142	944,697
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	<u>42,757,871</u>	<u>43,099,637</u>
Earnings per share: <sup>(1)</sup>		
Basic	\$ 0.80	\$ 1.51
Diluted	\$ 0.79	\$ 1.48

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, net income and earnings per share were revised for the three months ended September 30, 2008 (see Note 3).

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<i>Amounts in thousands, except share and per share data</i>	Nine Months Ended	
	September 30,	2008
	2009	
Net income reported <sup>(1)</sup>	\$ 83,335	\$ 164,405
Weighted average common shares outstanding used in computing basic earnings per share	42,264,440	42,465,351
Common shares issuable upon exercise of dilutive stock options	381,175	1,116,496
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	42,645,615	43,581,847
Earnings per share: <sup>(1)</sup>		
Basic	\$ 1.97	\$ 3.87
Diluted	\$ 1.95	\$ 3.77

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, net income and earnings per share were revised for the nine months ended September 30, 2008 (see Note 3).

For the three months ended September 30, 2009 and 2008, the computation of diluted earnings per share excluded stock-settled stock appreciation rights of approximately 3.3 million and 2.0 million, respectively, at weighted average exercise prices of \$42 per share and \$52 per share, respectively. For the nine months ended September 30, 2009 and 2008, the computation of diluted earnings per share excluded stock-settled stock appreciation rights of approximately 3.7 million and 2.0 million, respectively, at weighted average exercise prices of \$40 per share and \$52 per share, respectively. These amounts were excluded because their effect would have been antidilutive.

Because of WESCO's obligation to settle the par value of the 2025 Debentures, the 2026 Debentures and its 6.0% Convertible Senior Debentures due 2029 (the "2029 Debentures" and together with the 2025 Debentures and 2026 Debentures, the "Debentures") in cash, WESCO is not required to include any shares underlying the Debentures in its diluted weighted average shares outstanding until the average stock price per share for the period exceeds the conversion price of the respective Debentures (refer to Note 7 for additional information regarding the 2029 Debentures). At such time, only the number of shares that would be issuable (under the treasury stock method of accounting for share dilution) would be included, which is based upon the amount by which the average stock price exceeds the conversion price. The conversion prices of the 2029 Debentures, 2026 Debentures and 2025 Debentures are \$28.87, \$88.15 and \$41.86, respectively. Share dilution is limited to a maximum of 11,951,939 shares for the 2029 Debentures, 2,972 shares for the 2026 Debentures and 2,205,434 shares for the 2025 Debentures. Share dilution for the 2025 Debentures and 2026 Debentures reflects the impact of the convertible debt exchange (see Note 7). Since the average stock price for the three and nine month periods ended September 30, 2009 and 2008 was less than the conversion prices, there was no impact of the Debentures on diluted earnings per share.

## **6. ACCOUNTS RECEIVABLE SECURITIZATION**

On April 13, 2009, WESCO Distribution Inc. ("WESCO Distribution") entered into an amendment and restatement of its existing accounts receivable securitization facility (the "Receivables Facility"), pursuant to the terms and conditions of the Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009 (the "Restated Agreement"), by and among WESCO Receivables Corp., WESCO Distribution, the Purchasers and Purchaser Agents party thereto and PNC Bank, National Association (as successor to Wachovia Capital Markets, LLC), as Administrator. The Restated Agreement decreases the purchase commitment under the Receivables Facility from \$500 million to \$400 million, subject to the right of WESCO Distribution to increase the purchase commitment from time to time up to \$450 million with the voluntary participation of existing purchasers and/or the addition of new purchasers to fund such increase. The Restated Agreement also extends the term of the Receivables Facility to April 13, 2012; accordingly, the outstanding borrowings under the Receivables Facility are classified as long-term debt in the consolidated balance sheet. The outstanding borrowings as of December 31, 2008 are classified as short-term debt because, prior to the Restated Agreement, third party conduits and financial institutions could under certain conditions require WESCO Distribution to repay all or a portion of the outstanding amount.

Under the Receivables Facility, WESCO Distribution and certain of its domestic subsidiaries sell, on a continuous basis, an undivided interest in all domestic accounts receivable to WESCO Receivables Corp., a wholly-owned special purpose entity (the "SPE"). The SPE sells, without recourse, a senior undivided interest in the receivables to third-party conduits and financial institutions for cash while maintaining a subordinated undivided interest in the receivables, in the form of overcollateralization. WESCO Distribution has agreed to continue servicing the sold receivables for the third-party conduits and financial institutions at market rates; accordingly, no servicing asset or liability has been recorded.

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As of September 30, 2009 and December 31, 2008, accounts receivable eligible for securitization totaled \$452.1 million and \$602.9 million, respectively. The consolidated balance sheets as of September 30, 2009 and December 31, 2008 reflect \$50.0 million and \$295.0 million, respectively, of account receivable balances legally sold to third party conduits and financial institutions, as well as borrowings for equal amounts. At September 30, 2009, the interest rate on borrowings under this facility was approximately 4.2%.

### **7. 6.0% CONVERTIBLE SENIOR DEBENTURES DUE 2029**

On August 27, 2009, WESCO International, Inc. ("WESCO International") completed an exchange offer pursuant to which it issued \$345.0 million aggregate principal amount of 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of its outstanding 2026 Debentures and 2025 Debentures, respectively. As a result of the debt exchange, WESCO recorded a gain of \$6.0 million, which included the write-off of debt issuance costs. The 2029 Debentures were issued pursuant to an Indenture dated August 27, 2009 (the "Indenture"), with The Bank of New York Mellon, as trustee, and are unconditionally guaranteed on an unsecured senior subordinate basis by WESCO Distribution. As discussed in Note 3, WESCO separately accounts for the liability and equity components of its convertible debt instruments. WESCO utilized an interest rate of 13.875% to reflect the non-convertible debt borrowing rate of its offering upon issuance, which resulted in a \$181.2 million discount to the 2029 Debenture balance and a net increase in additional capital of \$106.8 million. In addition, the financing costs related to the issuance of the 2029 Debentures were allocated between the debt and equity components. WESCO is amortizing the debt discount over the life of the instrument. Non-cash interest expense of \$0.2 million was recorded for the period from August 27, 2009 to September 30, 2009. The debt discount amortization will approximate \$0.5 million for the remainder of 2009, \$2.1 million in 2010, \$2.4 million in 2011, \$2.7 million in 2012, \$3.1 million in 2013 and \$3.6 million in 2014.

While the 2029 Debentures accrue interest at an effective interest rate of 13.875% (as described above), the coupon interest rate of 6.0% per annum is payable in cash semi-annually in arrears on each March 15 and September 15, commencing March 15, 2010. Beginning with the six-month period commencing September 15, 2016, WESCO will also pay contingent interest in cash during any six-month period in which the trading price of the 2029 Debentures for each of the five trading days ending on the second trading day immediately preceding the first day of the applicable six-month interest period equals or exceeds 120% of the principal amount of the 2026 Debentures. During any interest period when contingent interest shall be payable, the contingent interest payable per \$1,000 principal amount of 2029 Debentures will equal 0.25% of the average trading price of \$1,000 principal amount of the 2029 Debentures during the five trading days immediately preceding the first day of the applicable six-month interest period. In accordance with guidance related to derivatives and hedging, the contingent interest feature of the 2029 Debentures is an embedded derivative that is not considered clearly and closely related to the host contract. The contingent interest component had no significant value at issuance or September 30, 2009.

The 2029 Debentures are convertible into cash, and in certain circumstances, shares of WESCO International's common stock, at any time on or after September 15, 2028, or prior to September 15, 2028 in certain circumstances. The 2029 Debentures will be convertible based on an initial conversion rate of 34.6433 shares of common stock per \$1,000 principal amount of the 2029 Debentures (equivalent to an initial conversion price of approximately \$28.87 per share). The conversion rate and conversion price may be adjusted under certain circumstances.

At any time on or after September 15, 2016, the Company may redeem all or a part of the 2029 Debentures plus accrued and unpaid interest (including contingent interest and additional interest, if any) to, but not including, the redemption date. If WESCO International undergoes certain fundamental changes, as defined in the Indenture, prior to maturity, holders of the 2029 Debentures will have the right, at their option, to require WESCO International to repurchase for cash some or all of their 2029 Debentures at a repurchase price equal to 100% of the principal amount of the 2029 Debentures being repurchased, plus accrued and unpaid interest (including contingent interest and additional interest, if any) to, but not including, the repurchase date.

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The following table sets forth the components of WESCO's outstanding convertible debenture indebtedness:

	September 30, 2009			December 31, 2008		
	Principal Balance	Discount	Net Carrying Amount	Principal Balance	Discount	Net Carrying Amount
(In thousands)						
<b>Convertible Debentures:</b>						
2025	\$ 92,327	\$ (2,870)	\$ 89,457	\$150,000	\$ (8,121)	\$141,879
2026	262	(21)	241	300,000	(32,380)	267,620
2029	345,000	(181,051)	163,949	—	—	—
	<u>\$437,589</u>	<u>\$(183,942)</u>	<u>\$253,647</u>	<u>\$450,000</u>	<u>\$(40,501)</u>	<u>\$409,499</u>

## 8. EQUITY INVESTMENT

During the first quarter of 2008, WESCO and Deutsch Engineered Connecting Devices, Inc. ("Deutsch") completed a transaction with respect to WESCO's LADD operations, which resulted in a joint venture in which Deutsch owns a 60% interest and WESCO owns a 40% interest. WESCO accounts for its investment in the joint venture using the equity method of accounting. Accordingly, earnings from the joint venture are recorded as other income in the consolidated statement of income. Deutsch is entitled, but not obliged, to acquire the remaining 40% after January 1, 2010. As a result of this transaction, WESCO recognized an after-tax loss of approximately \$2.1 million during the first quarter of 2008. Deutsch paid to WESCO aggregate consideration of approximately \$75 million, consisting of \$60 million in cash plus a \$15 million promissory note, which is included in other accounts receivable in the consolidated balance sheet.

Principal and accrued interest on the promissory note are due and payable to WESCO on January 1, 2010. Based on discussions with Deutsch, management believes the repayment terms of the promissory note may require modification; however, such discussions are ongoing and management continues to believe the book value of the promissory note reflects its collectability. As such, no reserve or allowance has been recorded against the promissory note. Management cannot provide any assurance that there will not be events that could adversely affect the collectability of the promissory note in future periods.

## 9. EMPLOYEE BENEFIT PLANS

A majority of WESCO's employees are covered by defined contribution retirement savings plans for their services rendered subsequent to WESCO's formation. WESCO also offers a deferred compensation plan for select individuals. For U.S. participants, WESCO will make contributions in an amount equal to 50% of the participant's total monthly contributions up to a maximum of 6% of eligible compensation. For Canadian participants, WESCO will make contributions in an amount ranging from 1% to 7% of the participant's eligible compensation based on years of continuous service. In addition, employer contributions may be made at the discretion of the Board of Directors. For the nine months ended September 30, 2009 and 2008, WESCO incurred charges of \$7.4 million and \$15.2 million, respectively, for all such plans. Effective August 1, 2009, WESCO suspended all discretionary contributions. Contributions are made in cash to employee retirement savings plan accounts. Employees then have the option to transfer balances allocated to their accounts into any of the available investment options, including WESCO common stock.

## 10. COMMITMENTS AND CONTINGENCIES

WESCO is a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that WESCO sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of \$52 million. WESCO has denied any liability, believes that it has meritorious defenses and intends to vigorously defend itself against these allegations. Accordingly, no liability is recorded for this matter as of September 30, 2009.

## 11. COMPREHENSIVE INCOME

The following tables set forth comprehensive income and its components:

<i>Amounts in thousands</i>	Three Months Ended September 30,	
	2009	2008 (1)
Net income	\$ 33,619	\$ 63,728
Foreign currency translation adjustment	11,395	(7,517)
Comprehensive income	\$ 45,014	\$ 56,211

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, net income and comprehensive income were revised for the three months ended September 30, 2008 (see Note 3).

<i>Amounts in thousands</i>	Nine Months Ended September 30,	
	2009	2008 (1)
Net income	\$ 83,335	\$ 164,405
Foreign currency translation adjustment	21,400	(11,950)
Comprehensive income	\$ 104,735	\$ 152,455

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, net income and comprehensive income were revised for the nine months ended September 30, 2008 (see Note 3).

## 12. SHARE REPURCHASE PLAN

On September 28, 2007, WESCO announced that its Board of Directors authorized a stock repurchase program in the amount of up to \$400 million. The program expired on September 30, 2009. The shares were repurchased from time to time in the open market or through privately negotiated transactions. No shares were repurchased during the three or nine months ended September 30, 2009.

### 13. INCOME TAXES

The following tables set forth the reconciliation between the federal statutory income tax rate and the effective rate:

	Three Months Ended September 30,	
	2009	2008 (2)
Federal statutory rate	35.0%	35.0%
State taxes, net of federal tax benefit	1.3	1.6
Nondeductible expenses	0.8	0.6
Domestic tax benefit from foreign operations	0.2	(2.1)
Foreign tax rate differences(1)	(17.9)	(9.6)
Domestic production activity deduction	0.1	(0.3)
Adjustment related to uncertain tax positions	1.4	—
Revaluation of deferred tax items	(4.5)	—
Other	(0.6)	—
	<u>15.8%</u>	<u>25.2%</u>

  

	Nine Months Ended September 30,	
	2009	2008(2)
Federal statutory rate	35.0%	35.0%
State taxes, net of federal tax benefit	2.2	2.0
Nondeductible expenses	0.8	0.6
Domestic tax benefit from foreign operations	(0.7)	(1.1)
Foreign tax rate differences(1)	(13.3)	(8.1)
Domestic production activity deduction	(0.3)	(0.2)
Adjustment related to uncertain tax positions	0.9	0.2
Revaluation of deferred tax items	(1.6)	—
Other	(0.5)	0.2
	<u>22.5%</u>	<u>28.6%</u>

(1) Includes a benefit of \$6.8 million and \$6.4 million for the three months ended September 30, 2009 and 2008, respectively, and \$13.5 million and \$15.8 million for the nine months ended September 30, 2009 and 2008, respectively, from the recapitalization of Canadian operations.

(2) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, the effective rate was revised for the three and nine months ended September 30, 2008 (see Note 3).

WESCO analyzes its filing positions for all open tax years in all jurisdictions. The Company is currently under examination in several tax jurisdictions, both within the United States and outside the United States, and remains subject to examination until the statute of limitations expires for the respective tax jurisdictions. The following summary sets forth the tax years that remain open in the Company's major tax jurisdictions:

United States — Federal	2000 and forward
United States — States	2004 and forward
Canada	1996 and forward

During the next twelve months, it is reasonably possible that certain issues will be settled by the resolution of Internal Revenue Service tax examinations or the expiration of statutes of limitations. An estimate of the amount of change in unrecognized tax benefits cannot be made at this time as the outcome of the audits and the timing of the settlements are subject to significant uncertainty.

The total amounts of unrecognized tax benefits were \$8.4 million and \$7.5 million as of September 30, 2009 and December 31, 2008, respectively. If these tax benefits were recognized in the consolidated financial statements, the portion of these amounts that would reduce the Company's effective tax rate would be \$7.2 million and \$6.3 million, respectively. WESCO records interest related to uncertain tax positions as a part of interest expense in the consolidated statement of income. Any penalties are recognized as part of income tax expense. As of September 30, 2009 and December 31, 2008, WESCO had an accrued liability of \$4.3 million and \$3.5 million, respectively, for interest related to uncertain tax positions. There were no penalties recorded during the three or nine months ended September 30, 2009.

**14. OTHER FINANCIAL INFORMATION**

WESCO Distribution, a wholly owned subsidiary of WESCO International, has outstanding \$150.0 million in aggregate principal amount of 7.50% Senior Subordinated Notes due 2017 (the “2017 Notes”), and WESCO International has outstanding \$92.3 million in aggregate principal amount of 2025 Debentures, \$0.3 million in aggregate principal amount of 2026 Debentures and \$345.0 million in aggregate principal amount of 2029 Debentures. The 2017 Notes are fully and unconditionally guaranteed by WESCO International, Inc. on a subordinated basis to all existing and future senior indebtedness of WESCO International. The 2025 Debentures, 2026 Debentures and 2029 Debentures are fully and unconditionally guaranteed by WESCO Distribution on a senior subordinated basis to all existing and future senior indebtedness of WESCO Distribution.

Condensed consolidating financial information for WESCO International, WESCO Distribution and the non-guarantor subsidiaries is as follows:



**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATING BALANCE SHEETS**

	<b>September 30, 2009</b>				
	<b>(In thousands)</b>				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	\$ 5	\$ 19,952	\$ 91,388	\$ —	\$ 111,345
Trade accounts receivable, net	—	—	663,433	—	663,433
Inventories, net	—	306,925	188,376	—	495,301
Other current assets	—	33,619	54,150	—	87,769
<b>Total current assets</b>	<b>5</b>	<b>360,496</b>	<b>997,347</b>	<b>—</b>	<b>1,357,848</b>
Intercompany receivables, net	—	(1,206,077)	1,740,040	(533,963)	—
Property, buildings and equipment, net	—	45,312	72,393	—	117,705
Intangible assets, net	—	8,915	74,231	—	83,146
Goodwill and other intangibles, net	—	395,546	467,793	—	863,339
Investments in affiliates and other noncurrent assets	1,772,543	3,156,712	21,808	(4,874,364)	76,699
<b>Total assets</b>	<b>\$ 1,772,548</b>	<b>\$ 2,760,904</b>	<b>\$ 3,373,612</b>	<b>\$ (5,408,327)</b>	<b>\$ 2,498,737</b>
Accounts payable	\$ —	\$ 392,875	\$ 101,970	\$ —	\$ 494,845
Short-term debt	—	—	—	—	—
Other current liabilities	—	42,192	72,188	—	114,380
<b>Total current liabilities</b>	<b>—</b>	<b>435,067</b>	<b>174,158</b>	<b>—</b>	<b>609,225</b>
Intercompany payables, net	533,963	—	—	(533,963)	—
Long-term debt	253,647	357,765	89,635	—	701,047
Other noncurrent liabilities	23,527	201,654	1,873	—	227,054
Stockholders' equity	961,411	1,766,418	3,107,946	(4,874,364)	961,411
<b>Total liabilities and stockholders'     equity</b>	<b>\$ 1,772,548</b>	<b>\$ 2,760,904</b>	<b>\$ 3,373,612</b>	<b>\$ (5,408,327)</b>	<b>\$ 2,498,737</b>
	<b>December 31, 2008</b>				
	<b>(In thousands)</b>				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	\$ —	\$ 18,453	\$ 67,885	\$ —	\$ 86,338
Trade accounts receivable, net	—	—	791,356	—	791,356
Inventories, net	—	421,178	184,500	—	605,678
Other current assets	(12,100)	44,469	41,922	—	74,291
<b>Total current assets</b>	<b>(12,100)</b>	<b>484,100</b>	<b>1,085,663</b>	<b>—</b>	<b>1,557,663</b>
Intercompany receivables, net	—	(1,367,199)	1,862,220	(495,021)	—
Property, buildings and equipment, net	—	46,389	72,834	—	119,223
Intangible assets, net	—	9,549	79,140	—	88,689
Goodwill and other intangibles, net	—	395,546	467,232	—	862,778
Investments in affiliates and other noncurrent assets	1,671,724	3,074,554	19,133	(4,673,903)	91,508
<b>Total assets</b>	<b>\$ 1,659,624</b>	<b>\$ 2,642,939</b>	<b>\$ 3,586,222</b>	<b>\$ (5,168,924)</b>	<b>\$ 2,719,861</b>
Accounts payable	\$ —	\$ 433,636	\$ 122,866	\$ —	\$ 556,502
Short-term debt	—	—	295,000	—	295,000
Other current liabilities	—	80,786	73,721	—	154,507
<b>Total current liabilities</b>	<b>—</b>	<b>514,422</b>	<b>491,587</b>	<b>—</b>	<b>1,006,009</b>
Intercompany payables, net	495,021	—	—	(495,021)	—
Long-term debt	409,499	350,601	41,327	—	801,427
Other noncurrent liabilities	—	111,422	45,899	—	157,321
Stockholders' equity	755,104	1,666,494	3,007,409	(4,673,903)	755,104
<b>Total liabilities and stockholders'     equity</b>	<b>\$ 1,659,624</b>	<b>\$ 2,642,939</b>	<b>\$ 3,586,222</b>	<b>\$ (5,168,924)</b>	<b>\$ 2,719,861</b>

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATING STATEMENTS OF INCOME**

<b>Three Months Ended September 30, 2009</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$ 767,537	\$384,890	\$ —	\$1,152,427
Cost of goods sold	—	624,784	306,752	—	931,536
Selling, general and administrative expenses	20	131,880	36,409	—	168,309
Depreciation and amortization	—	4,990	1,420	—	6,410
Results of affiliates' operations	28,148	36,328	—	(64,476)	—
Interest expense, net	470	14,907	(1,778)	—	13,599
Gain on debt exchange	(5,961)	—	—	—	(5,961)
Other income	—	(1,391)	—	—	(1,391)
Provision for income taxes	—	547	5,759	—	6,306
Net income	\$33,619	\$ 28,148	\$ 36,328	\$(64,476)	\$ 33,619
<b>Three Months Ended September 30, 2008 (1)</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$1,167,773	\$460,314	\$ —	\$1,628,087
Cost of goods sold	—	952,945	358,786	—	1,311,731
Selling, general and administrative expenses	1	159,532	51,729	—	211,262
Depreciation and amortization	—	3,394	3,149	—	6,543
Results of affiliates' operations	61,589	31,873	—	(93,462)	—
Interest (income) expense, net	(2,140)	4,811	12,975	—	15,646
Other income	—	(2,274)	—	—	(2,274)
Provision for income taxes	—	19,649	1,802	—	21,451
Net income	\$63,728	\$ 61,589	\$ 31,873	\$(93,462)	\$ 63,728

(1) The balances reported for the three months ended September 30, 2008 have been revised as a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009 (see Note 3).

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATING STATEMENTS OF INCOME**

<b>Nine Months Ended September 30, 2009</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$2,387,898	\$1,103,334	\$ —	\$3,491,232
Cost of goods sold	—	1,936,150	872,146	—	2,808,296
Selling, general and administrative expenses	24	406,714	118,920	—	525,658
Depreciation and amortization	—	15,189	4,737	—	19,926
Results of affiliates' operations	78,522	100,539	—	(179,061)	—
Interest expense, net	1,124	46,463	(7,638)	—	39,949
Gain on debt exchange	(5,961)	—	—	—	(5,961)
Other income	—	(4,118)	—	—	(4,118)
Provision for income taxes	—	9,517	14,630	—	24,147
Net income	\$ 83,335	\$ 78,522	\$ 100,539	\$(179,061)	\$ 83,335
<b>Nine Months Ended September 30, 2008 (1)</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$3,345,416	\$1,335,630	\$ —	\$4,681,046
Cost of goods sold	—	2,721,482	1,037,234	—	3,758,716
Selling, general and administrative expenses	5	490,669	139,030	—	629,704
Depreciation and amortization	—	10,708	9,460	—	20,168
Results of affiliates' operations	156,668	102,094	—	(258,762)	—
Interest (income) expense, net	(7,742)	20,669	36,859	—	49,786
Other income	—	(7,657)	—	—	(7,657)
Provision for income taxes	—	54,971	10,953	—	65,924
Net income	\$164,405	\$ 156,668	\$ 102,094	\$(258,762)	\$ 164,405

(1) The balances reported for the nine months ended September 30, 2008 have been revised as a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009 (see Note 3).

**WESCO INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS**

<b>Nine Months Ended September 30, 2009</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used) provided by operating activities	\$(39,415)	\$ 300,348	\$ 29,921	\$—	\$ 290,854
Investing activities:					
Capital expenditures	—	(9,900)	(605)	—	(10,505)
Acquisition payments	—	(214)	—	—	(214)
Equity income, net of distributions	—	1,328	—	—	1,328
Other	—	111	—	—	111
Net cash used by investing activities	—	(8,675)	(605)	—	(9,280)
Financing activities:					
Net repayments	38,942	(279,052)	(1,148)	—	(241,258)
Equity transactions	479	—	—	—	479
Other	—	(11,122)	(13,261)	—	(24,383)
Net cash provided (used) by financing activities	39,421	(290,174)	(14,409)	—	(265,162)
Effect of exchange rate changes on cash and cash equivalents	—	—	8,595	—	8,595
Net change in cash and cash equivalents	6	1,499	23,502	—	25,007
Cash and cash equivalents at the beginning of year	—	18,453	67,885	—	86,338
Cash and cash equivalents at the end of period	\$ 6	\$ 19,952	\$ 91,387	\$—	\$ 111,345
<b>Nine Months Ended September 30, 2008 (1)</b>					
<b>(In thousands)</b>					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash provided by operating activities	\$ 8,135	\$ 196,725	\$ 22,067	\$—	\$ 226,927
Investing activities:					
Capital expenditures	—	(25,607)	(1,340)	—	(26,947)
Acquisition payments	—	(3,289)	—	—	(3,289)
Proceeds from sale of subsidiary	—	60,000	—	—	60,000
Other	—	3,794	—	—	3,794
Net cash provided (used) by investing activities	—	34,898	(1,340)	—	33,558
Financing activities:					
Net borrowings (repayments)	51,910	(190,204)	(1,021)	—	(139,315)
Equity transactions	(60,038)	—	—	—	(60,038)
Other	—	(26,602)	(45)	—	(26,647)
Net cash used by financing activities	(8,128)	(216,806)	(1,066)	—	(226,000)
Effect of exchange rate changes on cash and cash equivalents	—	—	(3,512)	—	(3,512)
Net change in cash and cash equivalents	7	14,817	16,149	—	30,973
Cash and cash equivalents at the beginning of year	(7)	32,140	40,164	—	72,297
Cash and cash equivalents at the end of period	\$ —	\$ 46,957	\$ 56,313	\$—	\$ 103,270

(1) The balances reported for net cash provided by operating activities for the nine months ended September 30, 2008 have been revised as a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009 (see Note 3).

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion should be read in conjunction with the information in the unaudited condensed consolidated financial statements and notes thereto included herein and WESCO International Inc.'s Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its Current Report on Form 8-K dated July 27, 2009.*

### Company Overview

We are a full-line distributor of electrical supplies and equipment and a provider of integrated supply procurement services. We have approximately 380 full service branches and seven distribution centers located in the United States, Canada, Mexico, the United Kingdom, Nigeria, United Arab Emirates, Singapore, Australia and China. We serve approximately 115,000 customers worldwide, offering over 1,000,000 products from more than 19,000 suppliers. Our diverse customer base includes a wide variety of industrial companies; contractors for industrial, commercial and residential projects; utility companies, and commercial, institutional and governmental customers. Approximately 85% of our net sales are generated from operations in the United States, 12% from Canada and the remainder from other countries.

Our financial results for the first nine months of 2009 reflect weak conditions in our markets served, lower commodity prices, unfavorable foreign currency exchange rates, and the absence of hurricane restoration activities, to which we responded with aggressive cost reduction actions. Sales decreased \$1,189.8 million, or 25.4%, over the same period last year. Cost of goods sold as a percentage of net sales was 80.4% and 80.3% for the first nine months of 2009 and 2008, respectively. Operating income decreased by \$135.1 million, or 49.6%, primarily from the decrease in sales resulting from the decline in end market activity. Net income for the nine months ended September 30, 2009 and 2008 was \$83.3 million and \$164.4 million, respectively.

### Cash Flow

We generated \$290.9 million in operating cash flow for the first nine months of 2009. Included in this amount was net income of \$83.3 million, a decrease in trade and other receivables of \$148.9 million, a decrease in inventory of \$117.1 million and a decrease in accounts payable of \$69.7 million. Investing activities were primarily comprised of capital expenditures, which totaled \$10.5 million for the first nine months of 2009. Financing activities consisted of borrowings and repayments of \$250.7 million and \$243.2 million, respectively, related to our revolving credit facility, and net repayments of \$245.0 million related to our Receivables Facility.

### Financing Availability

As of September 30, 2009, we had \$355.0 million in total available borrowing capacity. The available borrowing capacity under our revolving credit facility was \$89.0 million, of which \$25.5 million is the U.S. sub-facility borrowing limit and \$63.5 million is the Canadian sub-facility borrowing limit. The revolving credit facility does not mature until November 1, 2013. The available borrowing capacity under the Receivables Facility, which was amended and restated on April 13, 2009, was \$266.0 million at September 30, 2009. The Receivables Facility matures on April 13, 2012. In addition, on August 27, 2009, we completed an exchange offer pursuant to which we issued \$345.0 million aggregate principal amount of the 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of our outstanding 2026 Debentures and 2025 Debentures, respectively. Our 2025 Debentures and 2029 Debentures cannot be redeemed or repurchased until October 2010 and September 2016, respectively. For further discussion related to the Debentures, refer to Notes 3 and 7 of the Notes to our Condensed Consolidated Financial Statements. We increased our cash by \$25.0 million to \$111.3 million at September 30, 2009, after taking into account \$240.3 million of net debt repayments and \$10.5 million of capital expenditures. We monitor the depository institutions that hold our cash and cash equivalents on a regular basis, and we believe that we have placed our deposits with creditworthy financial institutions. For further discussion refer to "Liquidity and Capital Resources."

### Outlook

We believe that improvements made to our operations and capital structure and actions taken in 2008 and the first nine months of 2009, including the amendment and restatement of the Receivables Facility in April, and the convertible debt exchange in August, have helped position the Company to operate effectively in the lower level of activity being experienced in our end markets. In the fourth quarter of 2009, we anticipate continued contraction in the nonresidential construction market; however, we expect that our industrial end markets will begin to strengthen and that we will benefit from our sales and marketing initiatives. When these factors are combined with traditional fourth quarter market seasonality, we would expect a 4% to 6% sequential decline in quarterly sales. Despite competitive pressures, we expect to maintain fourth quarter gross margins at the levels experienced in the second and third quarters. While we will not reduce our focus on cost controls in the fourth quarter, we expect to experience some negative operating expense leverage due to lower sales.

## Critical Accounting Policies and Estimates

Our critical accounting policies are described in the notes to our consolidated financial statements for the year ended December 31, 2008 contained in our Current Report on Form 8-K dated July 27, 2009. Any new accounting policies or updates to existing accounting policies as a result of new accounting pronouncements have been included in the notes to our Condensed Consolidated Financial Statements for the period ended September 30, 2009.

## Results of Operations

### Third Quarter of 2009 versus Third Quarter of 2008

The following table sets forth the percentage relationship to net sales of certain items in our condensed consolidated statements of income for the periods presented:

	Three Months Ended September 30,	
	2009	2008(1)
Net sales	100.0%	100.0%
Cost of goods sold	80.8	80.5
Selling, general and administrative expenses	14.6	13.0
Depreciation and amortization	0.6	0.4
Income from operations	4.0	6.1
Interest expense	1.2	1.0
Gain on debt exchange	(0.5)	—
Other income	(0.1)	(0.1)
Income before income taxes	3.4	5.2
Provision for income taxes	0.5	1.3
Net income	2.9%	3.9%

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, interest expense, income before income taxes, provision for income taxes and net income were revised for the three months ended September 30, 2008 (see Note 3 to the consolidated financial statements).

Net sales in the third quarter of 2009 totaled \$1,152.4 million versus \$1,628.1 million in the comparable period for 2008, a decrease of \$475.7 million, or 29.2%, over the same period last year. Sales were negatively impacted by weak market conditions, lower commodity prices, the absence of hurricane restoration activity and unfavorable foreign currency exchange rates.

Cost of goods sold for the third quarter of 2009 was \$931.5 million versus \$1,311.7 million for the comparable period in 2008, and cost of goods sold as a percentage of net sales was 80.8% in 2009 versus 80.5% in 2008. The increase in the cost of goods sold percentage was primarily due to an increase in inventory reserves and lower supplier volume rebate rates.

Selling, general and administrative (“SG&A”) expenses in the third quarter of 2009 totaled \$168.3 million versus \$211.3 million in last year’s comparable quarter. The decrease in SG&A expenses is due to aggressive cost reduction actions. As a percentage of net sales, SG&A expenses were 14.6% in the third quarter of 2009 compared to 13.0% in the third quarter of 2008, reflecting a decrease in sales volume.

SG&A payroll expenses for the third quarter of 2009 of \$111.1 million decreased by \$30.6 million compared to the same quarter in 2008. The decrease in payroll expenses was primarily due to a decrease in commission and incentive costs of \$13.0 million, a decrease in salaries and wages of \$12.8 million, a decrease in benefit costs of \$2.3 million and a decrease in temporary labor costs of \$1.9 million. Other SG&A related payroll expenses decreased \$0.6 million.

The remaining SG&A expenses for the third quarter of 2009 of \$57.2 million decreased by approximately \$12.8 million compared to same quarter in 2008. Included in this period’s SG&A expenses was a decrease in travel costs of \$3.2 million, a decrease in transportation costs of \$2.5 million, and a decrease in other operating expenses of \$2.3 million due to the decrease in sales volume. In addition, there was a \$1.7 million reduction in bad debt expense due to a one time charge recorded in last years comparable period. Other SG&A expenses decreased \$3.1 million.

Depreciation and amortization for the third quarter of 2009 was \$6.4 million versus \$6.5 million in last year’s comparable quarter. The decrease is due to the reduction in capital expenditures in 2009.

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Interest expense totaled \$13.6 million for the third quarter of 2009 versus \$15.6 million in last year's comparable quarter, a decrease of 13.1%. Interest expense for the third quarter of 2009 was impacted by both the reduction in interest rates and the decrease in debt. On January 1, 2009, we retrospectively applied the provisions of new guidance concerning convertible debt instruments to our 2025 Debentures and 2026 Debentures, and on August 27, 2009 we applied the provisions of the new guidance to our 2029 Debentures. This change in accounting treatment results in an increase in non-cash interest reported in the financial statements. Interest expense for the Debentures totaled \$6.5 million and \$5.9 million for the three months ended September 30, 2009 and 2008, respectively, of which \$2.9 million and \$3.6 million, respectively, was non-cash interest.

Gain on debt exchange totaled \$6.0 million for the third quarter of 2009. On August 27, 2009, we completed an exchange offer pursuant to which we issued \$345.0 million aggregate principal amount of 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of our outstanding 2026 Debentures and 2025 Debentures, respectively. The gain included the write-off of debt issue costs.

Other income totaled \$1.4 million for the third quarter of 2009 versus \$2.3 million in the comparable period for 2008. We account for our investment in the LADD joint venture on an equity basis, and earnings are reported as other income in the consolidated statement of income. The decrease in other income is due to the decrease in the joint venture's income.

Income tax expense totaled \$6.3 million in the third quarter of 2009, and the effective tax rate was 15.8% compared to 25.2% in the same quarter in 2008. The decrease in the effective tax rate is due to a reduction in projected income, the revaluation of deferred tax items and the impact from foreign jurisdictions.

For the third quarter of 2009, net income decreased by \$30.1 million to \$33.6 million compared to \$63.7 million in the third quarter of 2008. Diluted earnings per share was \$0.79 for the third quarter of 2009 compared with \$1.48 per diluted share for the third quarter of 2008. The decrease in net income was primarily due to the decline in sales attributable to the weak market conditions.

### *Nine Months Ended September 30, 2009 versus Nine Months Ended September 30, 2008*

The following table sets forth the percentage relationship to net sales of certain items in our condensed consolidated statements of income for the periods presented:

	Nine Months Ended September 30,	
	2009	2008(1)
Net sales	100.0%	100.0%
Cost of goods sold	80.4	80.3
Selling, general and administrative expenses	15.1	13.5
Depreciation and amortization	0.6	0.4
Income from operations	3.9	5.8
Interest expense	1.1	1.1
Gain on debt exchange	(0.2)	—
Other income	(0.1)	(0.2)
Income before income taxes	3.1	4.9
Provision for income taxes	0.7	1.4
Net income	2.4%	3.5%

(1) As a result of the retrospective application of new FASB guidance related to convertible debt instruments on January 1, 2009, interest expense, income before income taxes, provision for income taxes and net income were revised for the nine months ended September 30, 2008 (see Note 3 to the consolidated financial statements).

Net sales in the first nine months of 2009 totaled \$3,491.2 million versus \$4,681.0 million in the comparable period for 2008, a decrease of \$1,189.8 million, or 25.4%, over the same period last year. Sales were negatively impacted by weak market conditions, lower commodity prices, unfavorable foreign currency exchange rates, the absence of hurricane restoration activity and one less workday in the first nine months of 2009 compared to the same period in 2008.

Cost of goods sold for the first nine months of 2009 was \$2,808.3 million versus \$3,758.7 million for the comparable period in 2008, and cost of goods sold as a percentage of net sales was 80.4% in 2009 versus 80.3% in 2008. The increase in the cost of goods sold percentage was primarily due to lower supplier volume rebate rates.

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SG&A expenses in the first nine months of 2009 totaled \$525.7 million versus \$629.7 million in last year's comparable period. The decrease in SG&A expenses is due to aggressive cost reduction actions. As a percentage of net sales, SG&A expenses were 15.1% in the first nine months of 2009 compared to 13.5% in the first nine months of 2008, reflecting a decrease in sales volume.

SG&A payroll expenses for the first nine months of 2009 of \$357.1 million decreased by \$72.4 million compared to the same period in 2008. The decrease in payroll expenses was primarily due to a decrease in commission and incentive costs of \$26.7 million, a decrease in salaries and wages of \$25.9 million, a decrease in benefit costs of \$13.2 million and a decrease in temporary labor costs of \$5.3 million. Other SG&A related payroll expenses decreased \$1.3 million.

The remaining SG&A expenses for the first nine months of 2009 of \$168.6 million decreased by approximately \$32.3 million compared to same period in 2008. Included in this period's SG&A expenses was a decrease in transportation costs of \$9.3 million, a decrease in travel costs of \$8.9 million, a decrease in other operating expenses of \$6.5 million and a decrease in supplies costs of \$3.0 million due to the decrease in sales volume. Other SG&A expenses decreased \$4.6 million.

Depreciation and amortization for the first nine months of 2009 was \$19.9 million versus \$20.2 million in last year's comparable period. The decrease is due to the reduction in capital expenditures in 2009.

Interest expense totaled \$39.9 million for the first nine months of 2009 versus \$49.8 million in last year's comparable period, a decrease of 19.9%. Interest expense for the first nine months of 2009 was impacted by both the reduction in interest rates and the decrease in debt. On January 1, 2009, we retrospectively applied the provisions of new guidance concerning convertible debt instruments to our 2025 Debentures and 2026 Debentures, and on August 27, 2009 we applied the provisions of the new guidance to our 2029 Debentures. This change in accounting treatment results in an increase in non-cash interest reported in the financial statements. Interest expense for the Debentures totaled \$18.8 million and \$17.8 million for the nine months ended September 30, 2009 and 2008, respectively, of which \$10.6 million and \$10.9 million, respectively, was non-cash interest.

Gain on debt exchange totaled \$6.0 million for the third quarter of 2009. On August 27, 2009, we completed an exchange offer pursuant to which we issued \$345.0 million aggregate principal amount of 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of our outstanding 2026 Debentures and 2025 Debentures, respectively. The gain included the write-off of debt issue costs.

Other income totaled \$4.1 million for the first nine months of 2009 versus \$7.7 million in the comparable period for 2008. We account for our investment in the LADD joint venture on an equity basis, and earnings are reported as other income in the consolidated statement of income. The decrease in other income is due to the decrease in the joint venture's income.

Income tax expense totaled \$24.1 million for the first nine months of 2009, and the effective tax rate was 22.5% compared to 28.6% in the same period in 2008. The decrease in the effective tax rate is due to the revaluation of deferred tax items and the impact from foreign jurisdictions.

For the first nine months of 2009, net income decreased by \$81.1 million to \$83.3 million compared to \$164.4 million for the first nine months of 2008. Diluted earnings per share was \$1.95 for the first nine months of 2009 compared with \$3.77 per diluted share for the first nine months of 2008. The decrease in net income was primarily due to the decline in sales attributable to the weak market conditions.

## **Liquidity and Capital Resources**

Total assets were \$2.5 billion at September 30, 2009, compared to \$2.7 billion at December 31, 2008. The \$221.1 million decrease in total assets was principally attributable to the decrease in accounts receivable and inventory of \$127.9 million and \$110.4 million, respectively. These reductions were due to the decrease in sales activity. Total liabilities at September 30, 2009 compared to December 31, 2008 decreased by \$427.4 million to \$1.5 billion. Contributing to the decrease in total liabilities was a decrease in short-term and long-term debt of \$395.3 million; a decrease in accounts payable of \$61.7 million due to reduced purchasing activity; and a decrease in accrued payroll and benefit costs of \$21.1 million due to staffing reductions and the payment of the 2008 management incentive compensation. These decreases were partially offset by an increase in deferred income taxes of \$62.7 million due to the convertible debt exchange. Stockholders' equity increased 27.3% to \$961.4 million at September 30, 2009, compared with \$755.1 million at December 31, 2008, primarily as a result of the convertible debt exchange which resulted in a net increase to additional capital of \$91.6 million. Also contributing to the increase in stockholder's equity was net earnings of \$83.3 million, foreign currency translation adjustments of \$21.4 million and stock-based compensation expense of \$9.8 million.



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Our liquidity needs arise from working capital requirements, capital expenditures, acquisitions and debt service obligations. As of September 30, 2009, we had \$89.0 million in available borrowing capacity under our revolving credit facility, which combined with our \$266.0 million of available borrowing capacity under our Receivables Facility and our invested cash provides us with liquidity of \$439.2 million. We believe cash provided by operations and financing activities will be adequate to cover our current operational and business needs.

The worldwide financial turmoil has had significant impacts on global credit markets. We communicate on a regular basis with our lenders regarding our financial and working capital performance and liquidity position. We were in compliance with all covenants and restrictions as of September 30, 2009. On April 13, 2009, we entered into a \$400 million amended and restated receivables purchase agreement. As previously mentioned, the amended and restated Receivables Facility is not subject to renewal until April 2012. In addition, on August 27, 2009, we completed an exchange offer pursuant to which we issued \$345.0 million aggregate principal amount of the 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of our outstanding 2026 Debentures and 2025 Debentures, respectively. Our 2025 Debentures and 2029 Debentures cannot be redeemed or repurchased until October 2010 and September 2016, respectively. In the event that our 2025 Debentures are redeemed in October 2010, we believe that we will have ample financial capacity to handle such funding requirement. In conjunction with the convertible debt exchange, Moody's Investor Services and Standard & Poor's affirmed our credit rating and stable outlook.

We did not note any conditions or events during the third quarter of 2009 requiring an interim evaluation of impairment of goodwill. We will perform our annual impairment testing of goodwill and indefinite-lived intangible assets during the fourth quarter.

A possible indicator of impairment is the relationship of a company's market capitalization to its book value. As of September 30, 2009, our market capitalization exceeded our book value. The persistence or further acceleration of the recent downturn in the global economic conditions and turbulence in financial markets could have a further negative impact on our market capitalization and/or financial performance. Two reporting units comprised of recent acquisitions, which have goodwill and trademarks totaling \$284.6 million, are sensitive to a further decline in financial performance. We are taking actions to improve our future financial performance; however, we cannot predict whether or not there will be certain events that could adversely affect the reported value of goodwill and trademarks, which totaled \$901.2 million and \$900.7 million at September 30, 2009 and December 31, 2008, respectively.

Over the next several quarters, we expect to maintain working capital productivity, and it is expected that excess cash will be directed primarily at debt reduction. Our near term focus will continue to be on our cost structure, right sizing of the business and maintaining ample liquidity and credit availability. We believe our balance sheet and ability to generate ample cash flow provides us with a durable business model and should allow us to fund expansion needs and growth initiatives in this time of economic contraction. To the extent that operating cash flow is materially lower than current levels or external financing sources are not available on terms competitive with those currently available, including increases in interest rates, future liquidity may be adversely affected.

### *Cash Flow*

*Operating Activities.* Cash provided by operating activities for the first nine months of 2009 totaled \$290.9 million compared with \$226.9 million of cash generated for the first nine months of 2008. Cash provided by operating activities in the first nine months of 2009 included net income of \$83.3 million and adjustments to net income totaling \$43.6 million. The increased level of cash flow is primarily attributable to a decrease in trade and other receivables of \$148.9 million and a decrease in inventory of \$117.1 million resulting from the decrease in sales. Cash used by operating activities in the first nine months of 2009 included: \$69.7 million for the decrease in accounts payable, resulting from the decrease in purchasing activity; \$21.4 million for the decrease in accrued payroll and benefit costs; \$8.6 million for the increase in prepaid expenses and other current assets; and \$2.3 million for the decrease in other current and noncurrent liabilities. In the first nine months of 2008, primary sources of cash were net income of \$164.4 million and adjustments to net income totaling \$27.1 million; an increase in accounts payable of \$129.8 million, resulting from the increase in the cost of sales; and a reduction in prepaid and other current assets of \$23.3 million. Cash used by operating activities in the first nine months of 2008 included: \$99.4 million for the increase in trade and other receivables, resulting from the increase in sales; \$14.3 million for the increase in inventory; \$2.7 million for the decrease in accrued payroll and benefit costs; and \$1.3 million for the decrease in other current and noncurrent liabilities.

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*Investing Activities.* Net cash used by investing activities for the first nine months of 2009 was \$9.3 million, compared with \$33.6 million of net cash provided during the first nine months of 2008. Included in 2008 were proceeds of \$60.0 million from the partial divestiture of the LADD operations. Capital expenditures were \$10.5 million and \$26.9 million in the first nine months of 2009 and 2008, respectively. The decrease in capital expenditures in 2009 was due to cash management initiatives.

*Financing Activities.* Net cash used by financing activities for the first nine months of 2009 and 2008 was \$265.2 million and \$226.0 million, respectively. During the first nine months of 2009, borrowings and repayments of long-term debt of \$250.7 million and \$245.2 million, respectively, were made to our revolving credit facility. Borrowings and repayments of \$55.0 million and \$300.0 million, respectively, were applied to our Receivables Facility, and there were repayments of \$1.1 million to our mortgage financing facility. During the first nine months of 2008, borrowings and repayments of long-term debt of \$523.4 million and \$681.7 million, respectively, were made to our revolving credit facility. Borrowings and repayments of \$100.0 million and \$80.0 million, respectively, were applied to our Receivables Facility, and there were repayments of \$1.0 million to our mortgage financing facility. In addition, during the first nine months of 2008, we purchased shares of our common stock under our share repurchase plan for approximately \$74.8 million. The exercise of stock-based compensation arrangements resulted in proceeds of \$0.3 million and \$9.4 million during the first nine months of 2009 and 2008, respectively.

### *Contractual Cash Obligations and Other Commercial Commitments*

There were no material changes in our contractual obligations and other commercial commitments that would require an update to the disclosure provided in our Current Report on Form 8-K dated July 27, 2009, other than the Receivables Facility disclosure in Note 6 and the convertible debt disclosure in Note 7 to the condensed consolidated financial statements. Management believes that cash generated from operations, together with amounts available under our revolving credit facility and the Receivables Facility, will be sufficient to meet our working capital, capital expenditures and other cash requirements for the foreseeable future. There can be no assurances, however, that this will be or will continue to be the case.

### **Inflation**

The rate of inflation affects different commodities, the cost of products purchased and ultimately the pricing of our different products and product classes to our customers. We experienced price deflation during the nine months ended September 30, 2009, which comprised an estimated \$105.0 million of our sales decline.

### **Seasonality**

Our operating results are not significantly affected by certain seasonal factors. Sales during the first and fourth quarter are generally less than 5% below the sales of the second and third quarters due to reduced level of activity during the winter months of December, January and February. Sales typically increase beginning in March with slight fluctuations per month through December.

### **Impact of Recently Issued Accounting Standards**

In June 2009, the FASB issued new guidance concerning the organization of authoritative guidance under U.S. GAAP. This new guidance created the Codification. The Codification does not change current U.S. GAAP but, is intended to simplify user access to all authoritative U.S. GAAP by providing all the authoritative literature related to a particular topic in one place. The Codification supersedes all existing accounting and reporting standards and all other accounting literature not included in the Codification is nonauthoritative. The Codification became effective for us during the interim period ending September 30, 2009 and did not have an impact on our financial position, results of operations or cash flows.

## **Forward-Looking Statements**

From time to time in this report and in other written reports and oral statements, references are made to expectations regarding our future performance. When used in this context, the words “anticipates,” “plans,” “believes,” “estimates,” “intends,” “expects,” “projects,” “will” and similar expressions may identify forward-looking statements, although not all forward-looking statements contain such words. Such statements including, but not limited to, our statements regarding our business strategy, growth strategy, productivity and profitability enhancement, new product and service introductions and liquidity and capital resources are based on management’s beliefs, as well as on assumptions made by, and information currently available to, management, and involve various risks and uncertainties, certain of which are beyond our control. Our actual results could differ materially from those expressed in any forward-looking statement made by or on our behalf. In light of these risks and uncertainties there can be no assurance that the forward-looking information will in fact prove to be accurate. Factors that might cause actual results to differ from such forward-looking statements include, but are not limited to, an increase in competition, the amount of outstanding indebtedness, the availability of appropriate acquisition opportunities, availability of key products, functionality of information systems, international operating environments, global and national economic and market factors and other risks that are described in our Annual Report on Form 10-K for our fiscal year ended December 31, 2008, or other documents subsequently filed with the Securities and Exchange Commission. We have undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

**Item 3. Quantitative and Qualitative Disclosures about Market Risks**

There have not been any material changes to our exposures to market risk during the quarter ended September 30, 2009 that would require an update to the disclosures provided in our Current Report on Form 8-K dated July 27, 2009.

**Item 4. Controls and Procedures**

*Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures*

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures as such term is defined under Rule 13a-15(e) promulgated under the Exchange Act. Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

*Changes in Internal Control Over Financial Reporting*

The financial results for the three and nine month periods ended September 30, 2009, were prepared using a new financial reporting system. We believe the necessary steps have been implemented regarding the operation of internal controls related to our information technology systems and financial statement close process. We will include the internal control over our new financial reporting system and financial statement close process in our annual report on internal controls over financial reporting as of December 31, 2009. There were no other changes during the third quarter of 2009 in our internal control over financial reporting identified in connection with management's evaluation of the effectiveness of our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## Part II — Other Information

### Item 1. Legal Proceedings

From time to time, a number of lawsuits and claims have been or may be asserted against us relating to the conduct of our business, including routine litigation relating to commercial and employment matters. The outcome of any litigation cannot be predicted with certainty, and some lawsuits may be determined adversely to us. However, management does not believe, based on information presently available, that the ultimate outcome of any such pending matters is likely to have a material adverse effect on our financial condition or liquidity, although the resolution in any quarter of one or more of these matters may have a material adverse effect on our results of operations for that period.

As previously reported in our Annual Report on Form 10-K, we are a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that we sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of \$52 million. We have denied any liability, continue to believe that we have meritorious defenses and intend to vigorously defend ourselves against these allegations. Accordingly, no liability is recorded for this matter as of September 30, 2009.

Information relating to legal proceedings is included in Note 9, Commitments and Contingencies of the Notes to the Condensed Consolidated Financial Statements and is incorporated herein by reference.

### Item 6. Exhibits

#### (a) Exhibits

- 3.1 Amended and Restated By-Laws of WESCO International, Inc., effective as of September 28, 2009 (incorporated by reference to Exhibit 3.1 of Current Report on Form 8-K dated September 28, 2009).
- 10.1 Amended and Restated Employment Agreement, dated as of September 1, 2009, between WESCO International, Inc. and Roy W. Haley.
- 10.2 Amended and Restated Employment Agreement, dated as of September 1, 2009, between WESCO International, Inc. and John J. Engel.
- 10.3 Amended and Restated Employment Agreement, dated as of September 1, 2009, between WESCO International, Inc. and Stephen A. Van Oss.
- 10.4 First Amendment to Third Amended and Restated Receivables Purchase Agreement, dated August 31, 2009.
- 31.1 Certification of Chief Executive Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.
- 31.2 Certification of Chief Financial Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.
- 32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**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 thereunto duly authorized.

Date: November 6, 2009

WESCO International, Inc. \_\_\_\_\_

/s/ Richard P. Heyse  
Richard P. Heyse  
Vice President and Chief Financial Officer

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

September 1, 2009

The parties to this Amended and Restated Employment Agreement (this "Agreement") are WESCO International, Inc., a Delaware corporation (the "Company"), and Roy W. Haley (the "Executive"). The Company and the Executive currently are parties to an Employment Agreement dated June 5, 1998 (the "Existing Employment Agreement"). The parties wish to amend and restate the Existing Employment Agreement to provide for the employment of the Executive as Executive Chairman of the Company as of the date first above written (the "Effective Date") and subject to the terms provided herein.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1. Titles; Duties. During the Employment Term (as defined in Section 2), the Company shall employ the Executive and the Executive shall serve the Company as its Executive Chairman. As Executive Chairman of the Company, the Executive shall have such duties, responsibilities and authorities consistent with such position as may be assigned to him by the Company's Board of Directors (the "Board") from time to time. The Executive shall use his best efforts to promote the Company's interests and he shall perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Executive shall comply with the Company's policies applicable to executive officers of the Company.

1.2. Outside Activities. Consistent with his duties and responsibilities under Section 1.1, the Executive may engage in such other business and charitable activities that do not violate Section 8, create a conflict of interest or the appearance of a conflict of interest with the Company or materially interfere with the performance of his obligations to the Company under this Agreement.

1.3. Place of Employment. The Executive shall not be required to perform his duties under this Agreement in any particular location; provided, however, that the Executive may be required to travel to the Company's principal executive offices in Pittsburgh, Pennsylvania from time to time in the performance of his duties under this Agreement.

2. Term of Employment. The term of the Executive's employment by the Company under this Agreement shall be for the period commencing on the Effective Date and ending upon the close of the annual meeting of the Company's stockholders which occurs in calendar year 2011 (the "Employment Term"). The Employment Term shall be subject to earlier termination under Section 5 or Section 6 or extension upon the mutual written agreement of the parties.

### 3. Compensation.

3.1. Base Salary. During the Employment Term, the Executive shall be entitled to receive a base salary ("Base Salary") at the annual rate of \$865,000 for the period from the Effective Date through June 30, 2010, and \$600,000 for the period from July 1, 2010 through June 30, 2011, for services rendered to the Company or any of its direct or indirect subsidiaries, payable semi-monthly in accordance with the Company's regular payroll practices.

3.2. Equity Awards. Future grants of stock options, stock appreciation rights, restricted stock or other forms of equity awards to the Executive shall be subject to the Company's long-term stock incentive plan and shall be based upon performance and award guidelines established periodically by the Compensation Committee of the Board. Notwithstanding anything herein, effective July 1, 2010, the Executive will be entitled to an award of restricted stock units with a grant date value equal to \$2,600,000 (with the valuation based on the Company's standard stock award assumptions for accounting purposes) (the "July 2010 Award"). If, prior to July 1, 2010, the Executive's employment is terminated by the Company without Cause (as defined in Section 5.2 below), by the Executive with Good Reason (as defined in Section 5.3 below), or due to death or Disability (as defined in Section 6 below), the Executive (or in the event of his death, his estate) shall still be entitled to receive the July 2010 Award on July 1, 2010 and such award shall be deemed fully vested and nonforfeitable as of the grant date under those circumstances; provided, however, that if the grant of the July 2010 Award to the Executive after his termination of employment is prohibited by the Company's long-term stock incentive plan or applicable law, the Company shall pay the Executive (or in the event of his death, his estate) a cash payment, or other equivalent value, in the amount of \$2,600,000 as of July 1, 2010.

3.3 No Annual Bonus Compensation. The Executive shall not be entitled to any annual bonus compensation in respect of his employment during the Employment Term.

### 4. Expenses and Other Benefits.

4.1. Reimbursement of Expenses. During the Employment Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him (in accordance with the policies and practices presently followed by the Company or as may be established by the Board for its senior executive officers) in performing services under this Agreement, provided that the Executive properly accounts for such expenses in accordance with the Company's policies.

4.2. Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

4.3. Perquisites. During the Employment Term, the Executive shall be entitled to participate in and to receive the perquisites available to senior executives, including an



automobile allowance and club memberships, subject to the terms and conditions thereof, as such perquisite programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

4.4 Office Space and Secretarial Services. During the Employment Term, the Company shall provide the Executive with reasonable office space and secretarial and administrative assistance.

5. Termination of Employment.

5.1. Death. The Executive's employment under this Agreement shall terminate upon his death.

5.2. Termination by the Company. The Executive's employment under this Agreement shall be employment-at-will. The Company may terminate the Executive's employment under this Agreement at any time with or without Cause (as defined below). For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment under this Agreement and may complete such termination within 30 days after the Company gives notice to the Executive that it believes it has cause to terminate his employment by reason of any of the following: (a) a material breach of this Agreement by the Executive; (b) the Executive engaging in a felony or engaging in conduct which is in the good faith judgment of the Board, applying reasonable standards of personal and professional conduct, injurious to the Company, its customers, employees, suppliers, or shareholders; (c) the Executive's failure to timely and adequately perform his duties under the Agreement; or (d) the Executive's material breach of any manual or written policy, code or procedure of the Company. If such termination is for Cause, the Company shall give the Executive written notice, which shall identify with reasonable specificity the grounds for the Executive's for Cause termination and provide the Executive with thirty (30) days from the day such notice is given to cure the alleged grounds constituting the for Cause termination contained in the notice.

5.3. Termination by the Executive. The Executive may terminate his employment under this Agreement with or without Good Reason (as defined below). If such termination is with Good Reason, the Executive shall give the Company written notice, which shall identify with reasonable specificity the grounds for the Executive's resignation and provide the Company with thirty (30) days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination shall not be for Good Reason if such notice is given by the Executive to the Company more than sixty (60) days after the occurrence of the event that the Executive alleges is Good Reason for his termination hereunder. For purposes of this Agreement, "Good Reason" shall mean any of the following to which the Executive shall not consent in writing: (a) a reduction in the Executive's Base Salary, excluding any reduction that occurs in connection with an across-the-board reduction of the salaries of the entire senior management team; or (b) any material reduction in the Executive's authority, duties or responsibilities.

5.4. Termination Due to Retirement. Notwithstanding any other provision of this Agreement, the Executive's employment under this Agreement may be terminated due to his

Retirement (as defined below) in accordance with this Section 5.4. For purposes of this Agreement, the Executive's "Retirement" means (a) the expiration of the Employment Term in accordance with the first sentence of Section 2, or (b) the termination of the Executive's employment with the Company and any direct or indirect subsidiary of the Company by mutual written agreement between the Company and the Executive prior to the expiration of the Employment Term.

5.5 Date of Termination. "Date of Termination" shall mean the earlier of (a) the date of expiration of the Employment Term (as set forth in Section 2) and (b) if the Executive's employment is terminated (i) by his death, the date of his death, or (ii) pursuant to the provisions of Section 5.2, Section 5.3, Section 5.4 or Section 6, as the case may be, the date on which the Executive's employment with the Company actually terminates.

6. Disability. The Executive shall be determined to be "Disabled" (and the provisions of this Section 6 shall be applicable) if the Executive is unable to perform his duties under this Agreement on essentially a full-time basis for six (6) consecutive months by reason of a physical or mental condition that is expected to result in death or to last for at least twelve (12) months (a "Disability") and, within thirty (30) days after the Company gives notice to the Executive that it intends to replace him due to his Disability, the Executive shall not have returned to the performance of his duties on essentially a full-time basis. Upon a determination that the Executive is Disabled, the Company may replace the Executive without breaching this Agreement. The determination of whether the Executive has a Disability is intended to be made in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder.

#### 7. Compensation of the Executive upon Termination.

7.1. Death. If the Executive's employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Executive for that purpose in a notice filed with the Company, or, if no such person shall have been so designated, to his estate, the following:

(a) the amount of the Executive's accrued but unpaid Base Salary through the Date of Termination;

(b) an amount equal to one-twelfth (1/12) of the Executive's Base Salary in effect as of the Date of Termination, such amount being payable in each month following the month in which the Date of Termination occurs and ending on June 30, 2011;

(c) any other amounts that may be reimbursable or payable by the Company to the Executive as expressly provided under this Agreement or under any employee benefit plans or programs of the Company; and

(d) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards, including the July 2010 Award even if such termination occurs prior to July 1, 2010. Any and all vested stock options, stock appreciation rights and other equity awards,

including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination.

Any amounts payable under this Section 7.1 shall be exclusive of and in addition to any payments which the Executive's widow, beneficiaries or estate may be entitled to receive pursuant to any employee benefit plan or program maintained by the Company.

7.2. Disability. In the event of the Executive's termination by reason of Disability pursuant to Section 6, the Executive shall:

(a) continue to receive;

(i) an amount equal to one-twelfth (1/12) of the Executive's Base Salary in effect as of the Date of Termination, such amount being payable in each month following the month in which the Date of Termination occurs and ending on June 30, 2011; and

(ii) welfare benefits (on an equivalent basis to Section 7.4(a)(v) below);

provided, however, that such Base Salary payments and continued benefits shall be offset dollar-for-dollar by the amount of any disability income payments provided to the Executive under any Company disability policy to the extent that such disability insurance was funded by the Company; and

(b) be fully vested in his stock options, stock appreciation rights and other equity awards, including the July 2010 Award even if such termination occurs prior to July 1, 2010. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination.

7.3. By the Company for Cause or the Executive Without Good Reason. Subject to Section 7.5, if the Executive's employment is terminated by the Company for Cause, or if the Executive terminates his employment other than for Good Reason, the Company shall pay to the Executive, within thirty (30) days of the Date of Termination, the amount of any accrued but unpaid Base Salary through the Date of Termination and the Company thereafter shall have no further obligation to the Executive under this Agreement, other than for payment of any amounts accrued and vested or reimbursable or payable under any employee benefit plans or programs of the Company. In addition, if the Executive's employment is terminated by the Company for Cause, or if the Executive terminates his employment other than for Good Reason, any and all unvested stock options, stock appreciation rights and other equity awards will be immediately forfeited.

7.4. By the Executive for Good Reason or the Company other than for Cause.

(a) Subject to the provisions of Section 7.4(b), if the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following benefits (the "Post-Employment Benefits"):

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) an amount equal to one-twelfth (1/12) of the Executive's Base Salary in effect as of the Date of Termination, such amount being payable in each month following the month in which the Date of Termination occurs and ending on June 30, 2011;

(iii) any other amounts that may be reimbursable or payable by the Company to the Executive as of the Date of Termination as expressly provided under this Agreement or under any employee benefit plan or program of the Company;

(iv) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards, including the July 2010 Award even if such termination occurs prior to July 1, 2010. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) twenty-four (24) months following the Date of Termination; and

(v) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA (i.e., the Consolidated Omnibus Budget Reconciliation Act of 1985) coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

(b) Conditions to Receipt of Post-Employment Benefits under Section 7.4(a).

(i) Release. As a condition to receiving any Post-Employment Benefits to which the Executive may otherwise be entitled under Section 7.4(a), the Executive shall execute a release (the "Release"), which shall include an affirmation of the restrictive covenants set forth in Section 8 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') articles of incorporation or by-laws or any directors and officers liability insurance policies maintained by the Company. If the Executive fails or otherwise refuses to execute a Release within a reasonable time after the Company's request to do so, the Executive shall not be entitled to any Post-Employment Benefits, or any other benefits provided under this Agreement and the Company shall have no further obligations with respect to the payment of those benefits except as may be required by law.

(ii) Limitation on Benefits. If, following a termination of employment that gives the Executive a right to the payment of Post-Employment Benefits under Section 7.4(a) the Executive violates in any material respect any of the covenants in Section 8 or as otherwise set forth in the Release, the Executive shall have no further right or claim to any payments or other benefits to which the Executive may otherwise be entitled under Section 7.4(a) from and after the date on which the Executive engages in such activities and the Company shall have no further obligations with respect to such payments or benefits; provided, however, that the covenants in Section 8 shall continue in full force and effect.

7.5. Retirement of the Executive. In the event of the Executive's termination due to Retirement pursuant to Section 5.4, the Executive shall be entitled to the following:

(a) the amount of the Executive's accrued but unpaid Base Salary through the Date of Termination;

(b) any other amounts that may be reimbursable or payable by the Company to the Executive as expressly provided under this Agreement or under any employee benefit plans or programs of the Company;

(c) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards, including the July 2010 Award even if such termination occurs prior to July 1, 2010. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) thirty-six (36) months following the Date of Termination; and

(d) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any

employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

7.6. Post-Employment Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that takes into account the Executive's income shall exclude any and all severance payments and benefits provided under this Agreement.

7.7. Exclusive Benefits. The Post-Employment Benefits payable under Section 7.4(a), if such benefits become applicable under the terms of this Agreement, shall be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company. In addition, the Company and the Executive agree that, in the event of a termination of the Executive's employment under any provision of Section 5, the Executive shall be entitled solely to the payments and other benefits provided under the applicable provisions of this Section 7 with respect to such termination, and the Company, upon satisfaction of such payments and other benefits, thereafter shall have no further obligation to the Executive under this Agreement or with respect to the Executive's employment with the Company or any direct or indirect subsidiaries of the Company, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company.

#### 8. Restrictive Covenants.

8.1. Confidential Information. The Executive hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain information (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Executive or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Executive further acknowledges that such information and procedures are unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, such information and procedures shall be referred to as "Confidential Information." The Executive agrees that all Confidential Information is and shall remain the property of the Company. The Executive further agrees, except as otherwise required by law and for disclosures occurring in the good faith performance of his duties for the Company, while employed by the Company hereunder and for a period of five (5) years thereafter, to hold in the strictest confidence all Confidential Information, and not to, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential

Information for his own benefit or profit or allow any person, entity or third party, other than the Company and authorized executives of the same, to use or otherwise gain access to any Confidential Information.

8.2. Return of Property. Upon the termination of his employment with the Company or upon the request of the Company at any time, the Executive shall promptly deliver to the Company, and shall retain no copies of, any written materials, records and documents made by the Executive or coming into his possession concerning the business or affairs of the Company or its direct or indirect subsidiaries; provided, however, that the Executive shall be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Executive's rights under this Agreement.

8.3. Non Competition. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, Executive shall not become employed in an executive capacity by, engage in business with, serve as an agent or consultant to, or become a partner, member, principal or stockholder (other than a holder of (i) less than 1% of the outstanding voting shares of any publicly held company or (ii) less than a controlling interest in any private equity fund or non-public company) of, any Person that competes, anywhere in the United States, Canada or Mexico, with any part of the business of the Company or any of its direct or indirect subsidiaries. For purposes of this Section 8.3, the phrase employment "in an executive capacity" shall mean employment in any position in connection with which Executive has or reasonably would be viewed as having powers and authorities with respect to any other Person or any part of the business thereof that are substantially similar, with respect thereto, to the powers and authorities assigned to the Executive Chairman or any other executive officer of the Company. For purposes of this Section 8.3, the term "Person" means any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

8.4. Non-Solicitation. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, (a) any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (b) any client or customer of the Company or its direct or indirect subsidiaries.

8.5. Assignment of Developments. If at any time or times during the Executive's employment, whether during work hours or off-duty hours, the Executive shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined below) that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to the Executive by the Company; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute

property of the Company and its assigns, as works made for hire or otherwise. The term “Development” shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection). The Executive shall promptly disclose to the Company (or any persons designated by it) each such Development. The Executive hereby assigns all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) the Executive may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

8.6. Injunctive Relief. The Executive acknowledges that a breach of any of the covenants contained in this Section 8 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it shall not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by this Section 8 or such other relief as may be required to specifically enforce any of the covenants in this Section 8. To the extent that the Company seeks a temporary restraining order (but not a preliminary or permanent injunction), the Executive agrees that a temporary restraining order may be obtained *ex parte*.

8.7. Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 8 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction shall be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

#### 9. Miscellaneous.

9.1. Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Executive performs substantial services. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

9.2. Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Executive and such



officer(s) as may be specifically authorized by the Board to effect it. Notwithstanding the foregoing, in the event that the provisions of the Company's Corporate Governance Guidelines related to executive employment agreements are revised during the Employment Term, the Company may make changes to this Agreement, without the consent of the Executive, in order to conform this Agreement with such revised Guidelines. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, shall constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

9.3. Entire Agreement. This Agreement embodies the entire understanding of the parties hereof, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Employment Agreement between the Company and the Executive dated June 5, 1998. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement.

9.4. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania other than the conflict of laws provision thereof.

9.5. Consent to Jurisdiction and Service of Process.

(a) Disputes Other Than Those Under Section 8. In the event of any dispute relating to this Agreement, other than a dispute relating solely to Section 8, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If such a dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties do not reach such solution through negotiation or mediation within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator shall be selected by agreement of the parties or, if they do not agree on an arbitrator within thirty (30) days after either party has notified the other of his or its desire to have the question settled by arbitration, then the arbitrator shall be selected pursuant to the procedures of the American Arbitration Association (the "AAA") in Pittsburgh, Pennsylvania. The determination reached in such arbitration shall be final and binding on all parties. Enforcement of the determination by such arbitrator may be sought in any court of competent jurisdiction. Unless otherwise agreed by the parties, any such arbitration shall take place in Pittsburgh, Pennsylvania, and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA.

(b) Disputes Under Section 8. In the event of any dispute, controversy or claim between the Company and the Executive arising out of or relating to the interpretation, application or

enforcement of the provisions of Section 8, the Company and the Executive agree and consent to the personal jurisdiction of the County Courts in Allegheny County, Pennsylvania and/or the United States District Court for the Western District of Pennsylvania for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have exclusive jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with Section 8 of this Agreement. The Company and the Executive also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Executive at his last known address as reflected in the Company's records.

9.6. Withholding of Taxes. The Company shall withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally shall be required to be withheld.

9.7. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid or sent via a nationally-recognized overnight courier or by facsimile transmission, addressed as follows:

(a) to the Company, to:

WESCO International, Inc.  
Suite 700  
225 West Station Square Drive  
Pittsburgh, PA 15219  
Attention: Law Department  
Fax: (412) 222-0270

(b) to the Executive, to:

Roy W. Haley  
5518 Sail Court  
Orlando, FL 32819

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

9.8. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.10. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and shall not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement shall be construed as if no headings had been used in the Agreement.

9.11. Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein shall have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

9.12 Compliance with Section 409A. Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code and not otherwise eligible for exclusion from the requirements of Section 409A, if as of the date of Employee's "separation from service" (within the meaning of Section 409A of the Code and the applicable regulations) from the Company, (i) Employee is deemed to be a "Specified Employee" and (ii) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to Employee hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of Employee's separation from service shall be made earlier than the first day of the seventh month following the date on which the Employee separates from service with the Company.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

**WESCO INTERNATIONAL, INC.**

By: /s/ William Vareschi  
Title: Presiding Directors

**EXECUTIVE**

/s/ Roy W. Haley  
Roy W. Haley

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

September 1, 2009

The parties to this Amended and Restated Employment Agreement (this "Agreement") are WESCO International, Inc., a Delaware corporation (the "Company"), and John J. Engel (the "Executive"). The Company and the Executive currently are parties to an Employment Agreement dated July 14, 2004 (the "Existing Employment Agreement"). The parties wish to amend and restate the Existing Employment Agreement to provide for the employment of the Executive as President and Chief Executive Officer of the Company as of the date first above written (the "Effective Date") and subject to the terms provided herein.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1. Titles; Reporting; Duties. During the Employment Term (as defined in Section 2), the Company shall employ the Executive and the Executive shall serve the Company as its President and Chief Executive Officer on an at-will basis. As President and Chief Executive Officer of the Company, the Executive shall report to and otherwise shall be subject to the direction and control of the Company's Board of Directors (the "Board") and shall have such duties, responsibilities and authorities consistent with such position as may be assigned to him by the Board from time to time. The Executive shall use his best efforts to promote the Company's interests and he shall perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Executive may be required to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company. The Executive shall comply with the Company's policies applicable to executive officers of the Company.

1.2. Outside Activities. The Executive shall devote substantially all of his full working time to the business and affairs of the Company. Notwithstanding the preceding sentence, the Executive may, with the prior approval of the Board, engage in such other business and charitable activities that do not violate Section 8, create a conflict of interest or the appearance of a conflict of interest with the Company or materially interfere with the performance of his obligations to the Company under this Agreement.

1.3. Place of Employment. The Executive shall perform his duties under this Agreement at the Company's principal executive offices in Pittsburgh, Pennsylvania with the likelihood of substantial business travel.

2. Term of Employment. The term of the Executive's employment by the Company under this Agreement shall be for a period of three (3) years commencing on the Effective Date (the "Employment Term"). The Employment Term shall be subject to earlier termination under Section 5 or Section 6 or extension as described in the next sentence. The Employment Term

shall be extended automatically for an additional year as of the third anniversary of the Effective Date and as of each subsequent annual anniversary of the Effective Date (each such anniversary is referred to herein as an “Anniversary Date”), unless at least one hundred eighty (180) days prior to any such Anniversary Date either party shall have given notice to the other party that the Employment Term shall not be so extended.

### 3. Compensation.

3.1. Base Salary. During the Employment Term, the Executive shall be entitled to receive a base salary (“Base Salary”) at the annual rate of \$725,000 for services rendered to the Company or any of its direct or indirect subsidiaries, payable semi-monthly in accordance with the Company’s regular payroll practices. The Executive’s Base Salary will be reviewed annually by the Compensation Committee of the Board and may be adjusted in the Compensation Committee’s discretion.

3.2. Annual Bonus Compensation. During the Employment Term, the Executive also shall be entitled to receive incentive compensation (“Bonus”) in such amounts, ranging from 0% to 200% of Base Salary, and at such times as the Compensation Committee of the Board may determine in its discretion to award to him under any incentive compensation or other bonus plan or plans for senior executives of the Company as may be established by the Company from time to time (collectively, the “Executive Bonus Plan”). The Executive annual target bonus opportunity (a “Bonus Opportunity”) shall not be less than 100% of the Executive’s Base Salary. Such Bonus amounts shall be based upon the degree of achievement of corporate and individual performance criteria as may be established by the Compensation Committee of the Board. For any partial year, the Bonus opportunity shall be prorated based upon the number of days worked during such year.

3.3. Equity Awards. Future grants of stock options, stock appreciation rights, restricted stock or other forms of equity awards to the Executive shall be subject to the Company’s long-term stock incentive plan and shall be based upon performance and award guidelines established periodically by the Compensation Committee of the Board.

### 4. Expenses and Other Benefits.

4.1. Reimbursement of Expenses. During the Employment Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him (in accordance with the policies and practices presently followed by the Company or as may be established by the Board for its senior executive officers) in performing services under this Agreement, provided that the Executive properly accounts for such expenses in accordance with the Company’s policies.

4.2. Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in and to receive benefits as a senior executive under all of the Company’s employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

4.3. Perquisites. During the Employment Term, the Executive shall be entitled to participate in and to receive the perquisites available to senior executives, including an automobile allowance and club memberships, subject to the terms and conditions thereof, as such perquisite programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1. Death. The Executive's employment under this Agreement shall terminate upon his death.

5.2. Termination by the Company. The Executive's employment under this Agreement shall be employment-at-will. The Company may terminate the Executive's employment under this Agreement at any time with or without Cause (as defined below). For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment under this Agreement and may complete such termination within 30 days after the Company gives notice to the Executive that it believes it has cause to terminate his employment by reason of any of the following: (a) a material breach of this Agreement by the Executive; (b) the Executive engaging in a felony or engaging in conduct which is in the good faith judgment of the Board, applying reasonable standards of personal and professional conduct, injurious to the Company, its customers, employees, suppliers, or shareholders; (c) the Executive's failure to timely and adequately perform his duties under the Agreement; or (d) the Executive's material breach of any manual or written policy, code or procedure of the Company. If such termination is for Cause, the Company shall give the Executive written notice, which shall identify with reasonable specificity the grounds for the Executive's for Cause termination and provide the Executive with thirty (30) days from the day such notice is given to cure the alleged grounds constituting the for Cause termination contained in the notice.

5.3. Termination by the Executive. The Executive may terminate his employment under this Agreement with or without Good Reason (as defined below). If such termination is with Good Reason, the Executive shall give the Company written notice, which shall identify with reasonable specificity the grounds for the Executive's resignation and provide the Company with thirty (30) days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination shall not be for Good Reason if such notice is given by the Executive to the Company more than sixty (60) days after the occurrence of the event that the Executive alleges is Good Reason for his termination hereunder. For purposes of this Agreement, "Good Reason" shall mean any of the following to which the Executive shall not consent in writing: (a) a reduction in the Executive's Base Salary, excluding any reduction that occurs in connection with an across-the-board reduction of the salaries of the entire senior management team; (b) a relocation of the Executive's primary place of employment to a location more than 50 miles from Pittsburgh, Pennsylvania; or (c) any material reduction in the Executive's offices, titles, authority, duties or responsibilities.

5.4. Date of Termination. “Date of Termination” shall mean the earlier of (a) the date of expiration of the Employment Term (as set forth in Section 2) and (b) if the Executive’s employment is terminated (i) by his death, the date of his death, or (ii) pursuant to the provisions of Section 5.2, Section 5.3 or Section 6, as the case may be, the date on which the Executive’s employment with the Company actually terminates.

6. Disability. The Executive shall be determined to be “Disabled” (and the provisions of this Section 6 shall be applicable) if the Executive is unable to perform his duties under this Agreement on essentially a full-time basis for six (6) consecutive months by reason of a physical or mental condition that is expected to result in death or to last for at least twelve (12) months (a “Disability”) and, within thirty (30) days after the Company gives notice to the Executive that it intends to replace him due to his Disability, the Executive shall not have returned to the performance of his duties on essentially a full-time basis. Upon a determination that the Executive is Disabled, the Company may replace the Executive without breaching this Agreement. The determination of whether the Executive has a Disability is intended to be made in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder.

7. Compensation of the Executive upon Termination.

7.1. Death. If the Executive’s employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Executive for that purpose in a notice filed with the Company, or, if no such person shall have been so designated, to his estate, the amount of (a) the Executive’s accrued but unpaid Base Salary through the Date of Termination, (b) any accrued but unpaid Bonus; provided that such Bonus is determined to have been earned under the terms of the Executive Bonus Plan and provided that such Bonus shall be payable at such time as the bonuses of other senior executives are payable by the Company and (c) any other amounts that may be reimbursable or payable by the Company to the Executive as expressly provided under this Agreement or under any employee benefit plans or programs of the Company. In addition, the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination by reason of Executive’s death. Any amounts payable under this Section 7.1 shall be exclusive of and in addition to any payments which the Executive’s widow, beneficiaries or estate may be entitled to receive pursuant to any employee benefit plan or program maintained by the Company.

7.2. Disability. In the event of the Executive’s termination by reason of Disability pursuant to Section 6, the Executive shall continue to receive his Base Salary as well as all welfare benefits (on an equivalent basis to Section 7.4(a)(v) below) through the Date of Termination; provided, however, that such Base Salary payments and continued benefits shall be offset dollar-for-dollar by the amount of any disability income payments provided to the Executive under any Company disability policy to the extent that such disability insurance was funded by the Company. In addition, the Executive shall be fully vested in his stock options,



stock appreciation rights and other equity awards. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination by reason of Disability.

7.3. By the Company for Cause or the Executive Without Good Reason. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates his employment other than for Good Reason, the Company shall pay to the Executive, within thirty (30) days of the Date of Termination, the amount of any accrued but unpaid Base Salary through the Date of Termination and the Company thereafter shall have no further obligation to the Executive under this Agreement, other than for payment of any amounts accrued and vested or reimbursable or payable under any employee benefit plans or programs of the Company.

7.4. By the Executive for Good Reason or the Company other than for Cause.

(a) Severance Benefits on Non-Change in Control Termination. Subject to the provisions of Section 7.4(b) and Section 7.4(d), if prior to the occurrence of a Change in Control or more than two (2) years after the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following benefits (the "Severance Benefits"):

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) an amount equal to one-twelfth (1/12) of the Executive's Base Salary in effect as of the Date of Termination, such amount being payable in each of the first twenty-four (24) months following the month in which the Date of Termination occurs;

(iii) an amount equal to the Executive's annual target Bonus Opportunity for the fiscal year in which the Date of Termination occurs, that amount being payable in a single lump sum cash payment at the end of the applicable fiscal year;

(iv) any other amounts that may be reimbursable or payable by the Company to the Executive as of the Date of Termination as expressly provided under this Agreement or under any employee benefit plans or programs of the Company;

(v) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards except for any such stock options, stock appreciation rights and other equity awards that will remain unvested and be forfeited if their vesting is specifically conditioned on the achievement of operational and/or financial performance criteria that have not been met. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain

exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) eighteen (18) months following the Date of Termination; and

(vi) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA (i.e., the Consolidated Omnibus Budget Reconciliation Act of 1985) coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

(b) Change in Control Benefits. Subject to the provisions of Section 7.4(d), if within the two (2)-year period following the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following Severance Benefits:

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) a cash amount equal to two (2) times the sum of (A) the Executive's annual Base Salary in effect at the Date of Termination and (B) the Executive's annual target Bonus Opportunity for the fiscal year in which the Date of Termination occurs, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(iii) an amount equal to the Executive's pro rata Bonus for the fiscal year in which the Date of Termination occurs, if such Bonus is deemed earned under the Executive Bonus Plan, payable at such time as bonuses for the annual period are paid to other executive officers of the Company (such pro rata Bonus shall be based on a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Date of Termination and the denominator of which is 365);

(iv) any other amounts that may be reimbursable or payable by the Company to the Executive as of the Date of Termination as expressly provided under this Agreement or under any employee benefit plans or programs of the Company;

(v) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards except for any such stock options, stock appreciation rights and other equity awards that will remain unvested and be forfeited if their vesting is specifically conditioned on the achievement of operational and/or financial performance criteria that have not been met. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) eighteen (18) months following the Date of Termination; and

(vi) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

(c) Definition of Change in Control. For purposes of this Agreement, a “Change in Control” shall have the meaning given to such term in the Company’s Long-Term Incentive Plan; provided, however, that “Change in Control” shall have the definition of “Change in Control” contained in Section 409A of the Code in any instance in which amounts are paid under this Agreement as a result of a Change in Control and such amounts are treated as deferred compensation under Section 409A.

(d) Conditions to Receipt of Severance Benefits under Section 7.4(a).

(i) Release. As a condition to receiving any Severance Benefits to which the Executive may otherwise be entitled under Section 7.4(a) or (b), the Executive shall execute a release (the “Release”), which shall include an affirmation of the restrictive covenants set forth in Section 8 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company’s (or any of its subsidiaries’) articles of incorporation or by-laws or any directors and officers liability insurance policies maintained by the Company. If the Executive fails or otherwise refuses to execute a Release within a reasonable time after the Company’s request to do so, the Executive shall not be entitled to any Severance Benefits, or any

other benefits provided under this Agreement and the Company shall have no further obligations with respect to the payment of those benefits except as may be required by law.

(ii) Limitation on Benefits. If, following a termination of employment that gives the Executive a right to the payment of Severance Benefits under Section 7.4(a) or (b) the Executive violates in any material respect any of the covenants in Section 8 or as otherwise set forth in the Release, the Executive shall have no further right or claim to any payments or other benefits to which the Executive may otherwise be entitled under Section 7.4(a) or (b) from and after the date on which the Executive engages in such activities and the Company shall have no further obligations with respect to such payments or benefits; provided, however, that the covenants in Section 8 shall continue in full force and effect.

7.5. Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that takes into account the Executive's income shall exclude any and all severance payments and benefits provided under this Agreement.

7.6. Exclusive Benefits. The Severance Benefits payable under Section 7.4(a) and the Severance Benefits payable under Section 7.4(b), if either benefits become applicable under the terms of this Agreement, shall be mutually exclusive and shall be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company. In addition, the Company and the Executive agree that, in the event of a termination of the Executive's employment under any provision of Section 5, the Executive shall be entitled solely to the payments and other benefits provided under the applicable provisions of this Section 7 with respect to such termination, and the Company, upon satisfaction of such payments and other benefits, thereafter shall have no further obligation to the Executive under this Agreement or with respect to the Executive's employment with the Company or any direct or indirect subsidiaries of the Company, other than for payment of any amounts accrued and vested or reimbursable or payable under any employee benefit plans or programs of the Company.

7.7. Certain Additional Payments by the Company.

(a) Calculation of Gross-Up Payment. Notwithstanding anything in this Agreement to the contrary, the Company's regular outside independent public accounting firm or its regular outside law firm (the "Professional Firm") shall determine, promptly following the occurrence of a Change in Control, whether any economic benefit, payment or distribution by the Company to or for the benefit of the Executive, whether paid, payable, distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code, (such excise tax referred to in this Agreement as the "Excise Tax"). In the event it is determined that the present value of all Payments which constitute "parachute payments" (calculated in accordance with Section 280G of the Code and the regulations thereunder), in the aggregate, exceeds three (3) times the Executive's "base amount" (within the meaning of Section 280G(b)(3) of the Code) (the "Safe Harbor Amount") by an amount equal to ten percent (10%) of the Safe Harbor Amount, then the Executive shall be entitled to receive an additional payment (a "Gross-Up-Payment") in an amount such that after

payment by the Executive of all applicable federal, state and local income and excise taxes, the Executive retains an amount equal to the amount he would have retained had no Excise Tax been imposed upon the Payment, provided, if the present value of all such Payments, in the aggregate, exceeds the Safe Harbor Amount by an amount equal to less than ten percent (10%) of the Safe Harbor Amount, then the value of any such Payments shall be reduced by such amount as determined by the Professional Firm so that the present value of all such Payments, in the aggregate, equals the Safe Harbor Amount minus one dollar (\$1.00). The initial Gross-Up Payment, if any, as determined pursuant to this Section 7.7(a), shall be paid to the Executive within thirty (30) days of the Date of Termination or, if later, within five (5) business days of the receipt of the Professional Firm's determination. With respect to all determinations made by the Professional Firm under this Section 7.7, the Professional Firm shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the Date of Termination, if applicable, or such earlier time as is requested by the Company. All determinations by the Professional Firm under this Agreement shall be binding upon the Company and the Executive.

(b) Underpayment. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Firm, it is possible that Gross-Up Payments that have not been made by the Company should have been made ("Underpayment"). In the event that the Executive is required to make a payment of any Excise Tax, the Professional Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) Administrative Provisions. In consideration of the Company's agreement to make the payments described above, the Executive agrees (i) to provide the Company any information reasonably requested by it relating to the Gross-Up Payment, (ii) to take such actions as the Company reasonably requests and otherwise cooperate in good faith with the Company to contest the Executive's obligation to pay any applicable tax amounts relating to the Excise Tax or the Gross-Up Payment, and (iii) to permit the Company to participate in any proceedings contesting the Executive's obligation to pay any applicable Excise Tax or other tax amounts relating to the Gross-Up Payment. Should it ultimately be determined that any amount of the Gross-Up Payment reimbursed or paid to or on behalf of the Executive hereunder is not properly owed by the Executive or is otherwise refunded to the Executive, the Executive shall repay to the Company the related amount of the Gross-Up Payment. For purposes of Section 409A of the Code and not by way of limitation of any of the foregoing provisions, in no event shall any payment or distribution of the Gross-Up Payment be made later than the last day of the calendar year next following the calendar year in which the Executive pays the related Excise Tax or any federal, state and local income taxes on the Gross-Up Payment.

7.8. Consulting and Cooperation. In connection with the Executive's termination of employment, at the Company's request, the Executive shall enter into an agreement with the Company under which, for a period of up to twenty-four (24) months following the Date of Termination, the Executive shall consult and cooperate with the Company and its representatives with respect to such matters, and for such compensation, as the parties may mutually agree.

## 8. Restrictive Covenants.

8.1. Confidential Information. The Executive hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain information (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Executive or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Executive further acknowledges that such information and procedures are unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, such information and procedures shall be referred to as “Confidential Information.” The Executive agrees that all Confidential Information is and shall remain the property of the Company. The Executive further agrees, except as otherwise required by law and for disclosures occurring in the good faith performance of his duties for the Company, while employed by the Company hereunder and for a period of five (5) years thereafter, to hold in the strictest confidence all Confidential Information, and not to, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information for his own benefit or profit or allow any person, entity or third party, other than the Company and authorized executives of the same, to use or otherwise gain access to any Confidential Information.

8.2. Return of Property. Upon the termination of his employment with the Company or upon the request of the Company at any time, the Executive shall promptly deliver to the Company, and shall retain no copies of, any written materials, records and documents made by the Executive or coming into his possession concerning the business or affairs of the Company or its direct or indirect subsidiaries; provided, however, that the Executive shall be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Executive’s rights under this Agreement.

8.3. Non Competition. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, unless he receives the prior written consent of the Company, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to, participate in or be connected with, as an officer, employee, partner, stockholder, consultant or otherwise, or engage in any activity or capacity (collectively, the “Competitive Activities”) with respect to any individual, partnership, limited liability company, firm, corporation or other business organization or entity (each, a “Person”), that is engaged directly or indirectly in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or that is in competition with any of the business activities of the Company or its direct or indirect subsidiaries anywhere in the world; provided, however, that the foregoing (a) shall not apply with respect to any line-of-business in which the Company or its direct or indirect subsidiaries was not engaged on or before the Date of Termination, and (b) shall not prohibit the Executive from owning, or otherwise having an interest in, less than one percent (1%) of any publicly-owned entity or three percent (3%) of any private equity fund or similar investment fund that invests in companies engaged in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, provided the Executive has no active role with respect to any investment by such fund in any Person referred to in this Section 8.3.

8.4. Non-Solicitation. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, (a) any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (b) any client or customer of the Company or its direct or indirect subsidiaries.

8.5. Assignment of Developments. If at any time or times during the Executive's employment, whether during work hours or off-duty hours, the Executive shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined below) that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to the Executive by the Company; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection). The Executive shall promptly disclose to the Company (or any persons designated by it) each such Development. The Executive hereby assigns all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) the Executive may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

8.6. Injunctive Relief. The Executive acknowledges that a breach of any of the covenants contained in this Section 8 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it shall not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by this Section 8 or such other relief as may be required to specifically enforce any of the covenants in this Section 8. To the extent that the Company seeks a temporary restraining order (but not a preliminary or permanent injunction), the Executive agrees that a temporary restraining order may be obtained *ex parte*.

8.7. Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 8 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction shall be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

#### 9. Miscellaneous.

9.1. Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Executive performs substantial services. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

9.2. Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Executive and such officer(s) as may be specifically authorized by the Board to effect it. Notwithstanding the foregoing, in the event that the provisions of the Company's Corporate Governance Guidelines related to executive employment agreements are revised during the Employment Term, the Company may make changes to this Agreement, without the consent of the Executive, in order to conform this Agreement with such revised Guidelines. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, shall constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

9.3. Entire Agreement. This Agreement embodies the entire understanding of the parties hereof, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Employment Agreement between the Company and the Executive dated July 14, 2004. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement.

9.4. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania other than the conflict of laws provision thereof.

#### 9.5. Consent to Jurisdiction and Service of Process.

(a) Disputes Other Than Those Under Section 8. In the event of any dispute relating to this Agreement, other than a dispute relating solely to Section 8, the parties shall use their best



efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If such a dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties do not reach such solution through negotiation or mediation within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator shall be selected by agreement of the parties or, if they do not agree on an arbitrator within thirty (30) days after either party has notified the other of his or its desire to have the question settled by arbitration, then the arbitrator shall be selected pursuant to the procedures of the American Arbitration Association (the “AAA”) in Pittsburgh, Pennsylvania. The determination reached in such arbitration shall be final and binding on all parties. Enforcement of the determination by such arbitrator may be sought in any court of competent jurisdiction. Unless otherwise agreed by the parties, any such arbitration shall take place in Pittsburgh, Pennsylvania, and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA.

(b) Disputes Under Section 8. In the event of any dispute, controversy or claim between the Company and the Executive arising out of or relating to the interpretation, application or enforcement of the provisions of Section 8, the Company and the Executive agree and consent to the personal jurisdiction of the County Courts in Allegheny County, Pennsylvania and/or the United States District Court for the Western District of Pennsylvania for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have exclusive jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with Section 8 of this Agreement. The Company and the Executive also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Executive at his last known address as reflected in the Company’s records.

9.6. Withholding of Taxes. The Company shall withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally shall be required to be withheld.

9.7. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid or sent via a nationally-recognized overnight courier or by facsimile transmission, addressed as follows:

(a) to the Company, to:

WESCO International, Inc.  
Suite 700  
225 West Station Square Drive  
Pittsburgh, PA 15219  
Attention: Law Department  
Fax: 412-222-0270

(b) to the Executive, to:

John J. Engel  
1507 Fox Chase Lane  
Upper St. Clair, PA 15241

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

9.8. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.10. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and shall not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement shall be construed as if no headings had been used in the Agreement.

9.11. Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein shall have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

9.12 Compliance with Section 409A. Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code and not otherwise eligible for exclusion from the requirements of Section 409A, if as of the date of Employee's "separation from service" (within the meaning of Section 409A of the Code and the applicable regulations) from the Company, (i) Employee is deemed to be a

“Specified Employee” and (ii) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to Employee hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of Employee’s separation from service shall be made earlier than the first day of the seventh month following the date on which the Employee separates from service with the Company.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

**WESCO INTERNATIONAL, INC.**

By: /s/ William Vareschi  
Title: Presiding Director

**EXECUTIVE]**

/s/ John J. Engel  
John J. Engel

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

September 1, 2009

The parties to this Amended and Restated Employment Agreement (this "Agreement") are WESCO International, Inc., a Delaware corporation (the "Company"), and Stephen A. Van Oss (the "Executive"). The Company and the Executive currently are parties to an Employment Agreement dated December 15, 2005 (the "Existing Employment Agreement"). The parties wish to amend and restate the Existing Employment Agreement to provide for the employment of the Executive as Senior Vice President and Chief Operating Officer of the Company as of the date first above written (the "Effective Date") and subject to the terms provided herein.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1. Titles; Reporting; Duties. During the Employment Term (as defined in Section 2), the Company shall employ the Executive and the Executive shall serve the Company as its Senior Vice President and Chief Operating Officer on an at-will basis. As Senior Vice President and Chief Operating Officer of the Company, the Executive shall report to and otherwise shall be subject to the direction and control of the Chief Executive Officer of the Company and shall have such duties, responsibilities and authorities consistent with such position as may be assigned to him by the Chief Executive Officer from time to time. The Executive shall use his best efforts to promote the Company's interests and he shall perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Executive may be required by the Chief Executive Officer to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company. The Executive shall comply with the Company's policies applicable to executive officers of the Company.

1.2. Outside Activities. The Executive shall devote substantially all of his full working time to the business and affairs of the Company. Notwithstanding the preceding sentence, the Executive may, with the prior approval of the Chief Executive Officer, engage in such other business and charitable activities that do not violate Section 8, create a conflict of interest or the appearance of a conflict of interest with the Company or materially interfere with the performance of his obligations to the Company under this Agreement.

1.3. Place of Employment. The Executive shall perform his duties under this Agreement at the Company's principal executive offices in Pittsburgh, Pennsylvania with the likelihood of substantial business travel.

2. Term of Employment. The term of the Executive's employment by the Company under this Agreement shall be for a period of three (3) years commencing on the Effective Date (the

“Employment Term”). The Employment Term shall be subject to earlier termination under Section 5 or Section 6 or extension as described in the next sentence. The Employment Term shall be extended automatically for an additional year as of the third anniversary of the Effective Date and as of each subsequent annual anniversary of the Effective Date (each such anniversary is referred to herein as an “Anniversary Date”), unless at least one hundred eighty (180) days prior to any such Anniversary Date either party shall have given notice to the other party that the Employment Term shall not be so extended.

### 3. Compensation.

3.1. Base Salary. During the Employment Term, the Executive shall be entitled to receive a base salary (“Base Salary”) at the annual rate of \$600,000 for services rendered to the Company or any of its direct or indirect subsidiaries, payable semi-monthly in accordance with the Company’s regular payroll practices. The Executive’s Base Salary will be reviewed annually by the Compensation Committee Board of Directors of the Company (the “Board”) and may be adjusted in the Compensation Committee’s discretion.

3.2. Annual Bonus Compensation. During the Employment Term, the Executive also shall be entitled to receive incentive compensation (“Bonus”) in such amounts, ranging from 0% to 160% of Base Salary, and at such times as the Compensation Committee of the Board may determine in its discretion to award to him under any incentive compensation or other bonus plan or plans for senior executives of the Company as may be established by the Company from time to time (collectively, the “Executive Bonus Plan”). The Executive annual target bonus opportunity (a “Bonus Opportunity”) shall not be less than 80% of the Executive’s Base Salary. Such Bonus amounts shall be based upon the degree of achievement of corporate and individual performance criteria as may be established by the Compensation Committee of the Board. For any partial year, the Bonus opportunity shall be prorated based upon the number of days worked during such year.

3.3. Equity Awards. Future grants of stock options, stock appreciation rights, restricted stock or other forms of equity awards to the Executive shall be subject to the Company’s long-term stock incentive plan and shall be based upon performance and award guidelines established periodically by the Compensation Committee of the Board.

### 4. Expenses and Other Benefits.

4.1. Reimbursement of Expenses. During the Employment Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him (in accordance with the policies and practices presently followed by the Company or as may be established by the Board for its senior executive officers) in performing services under this Agreement, provided that the Executive properly accounts for such expenses in accordance with the Company’s policies.

4.2. Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in and to receive benefits as a senior executive under all of the Company’s employee benefit plans, programs and arrangements available to senior executives, subject to the

eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

4.3. Perquisites. During the Employment Term, the Executive shall be entitled to participate in and to receive the perquisites available to senior executives, including an automobile allowance and club memberships, subject to the terms and conditions thereof, as such perquisite programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

## 5. Termination of Employment.

5.1. Death. The Executive's employment under this Agreement shall terminate upon his death.

5.2. Termination by the Company. The Executive's employment under this Agreement shall be employment-at-will. The Company may terminate the Executive's employment under this Agreement at any time with or without Cause (as defined below). For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment under this Agreement and may complete such termination within 30 days after the Company gives notice to the Executive that it believes it has cause to terminate his employment by reason of any of the following: (a) a material breach of this Agreement by the Executive; (b) the Executive engaging in a felony or engaging in conduct which is in the good faith judgment of the Board, applying reasonable standards of personal and professional conduct, injurious to the Company, its customers, employees, suppliers, or shareholders; (c) the Executive's failure to timely and adequately perform his duties under the Agreement; or (d) the Executive's material breach of any manual or written policy, code or procedure of the Company. If such termination is for Cause, the Company shall give the Executive written notice, which shall identify with reasonable specificity the grounds for the Executive's for Cause termination and provide the Executive with thirty (30) days from the day such notice is given to cure the alleged grounds constituting the for Cause termination contained in the notice.

5.3. Termination by the Executive. The Executive may terminate his employment under this Agreement with or without Good Reason (as defined below). If such termination is with Good Reason, the Executive shall give the Company written notice, which shall identify with reasonable specificity the grounds for the Executive's resignation and provide the Company with thirty (30) days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination shall not be for Good Reason if such notice is given by the Executive to the Company more than sixty (60) days after the occurrence of the event that the Executive alleges is Good Reason for his termination hereunder. For purposes of this Agreement, "Good Reason" shall mean any of the following to which the Executive shall not consent in writing: (a) a reduction in the Executive's Base Salary, excluding any reduction that occurs in connection with an across-the-board reduction of the salaries of the entire senior management team; (b) a relocation of the Executive's primary place of employment to a location more than 50 miles from Pittsburgh, Pennsylvania; or (c) any material reduction in the Executive's offices, titles, authority, duties or responsibilities.

5.4. Date of Termination. “Date of Termination” shall mean the earlier of (a) the date of expiration of the Employment Term (as set forth in Section 2) and (b) if the Executive’s employment is terminated (i) by his death, the date of his death, or (ii) pursuant to the provisions of Section 5.2, Section 5.3 or Section 6, as the case may be, the date on which the Executive’s employment with the Company actually terminates.

6. Disability. The Executive shall be determined to be “Disabled” (and the provisions of this Section 6 shall be applicable) if the Executive is unable to perform his duties under this Agreement on essentially a full-time basis for six (6) consecutive months by reason of a physical or mental condition that is expected to result in death or to last for at least twelve (12) months (a “Disability”) and, within thirty (30) days after the Company gives notice to the Executive that it intends to replace him due to his Disability, the Executive shall not have returned to the performance of his duties on essentially a full-time basis. Upon a determination that the Executive is Disabled, the Company may replace the Executive without breaching this Agreement. The determination of whether the Executive has a Disability is intended to be made in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder.

7. Compensation of the Executive upon Termination.

7.1. Death. If the Executive’s employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Executive for that purpose in a notice filed with the Company, or, if no such person shall have been so designated, to his estate, the amount of (a) the Executive’s accrued but unpaid Base Salary through the Date of Termination, (b) any accrued but unpaid Bonus; provided that such Bonus is determined to have been earned under the terms of the Executive Bonus Plan and provided that such Bonus shall be payable at such time as the bonuses of other senior executives are payable by the Company and (c) any other amounts that may be reimbursable by the Company to the Executive as expressly provided under this Agreement. In addition, the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination by reason of Executive’s death. Any amounts payable under this Section 7.1 shall be exclusive of and in addition to any payments which the Executive’s widow, beneficiaries or estate may be entitled to receive pursuant to any employee benefit plan or program maintained by the Company.

7.2. Disability. In the event of the Executive’s termination by reason of Disability pursuant to Section 6, the Executive shall continue to receive his Base Salary as well as all welfare benefits (on an equivalent basis to Section 7.4(a)(v) below) through the Date of Termination; provided, however, that such Base Salary payments and continued benefits shall be offset dollar-for-dollar by the amount of any disability income payments provided to the Executive under any Company disability policy to the extent that such disability insurance was funded by the Company. In addition, the Executive shall be fully vested in his stock options,



stock appreciation rights and other equity awards. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (i) the expiration of the applicable term of the award and (ii) twenty-four (24) months following the Date of Termination by reason of Disability.

7.3. By the Company for Cause or the Executive Without Good Reason. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates his employment other than for Good Reason, the Company shall pay to the Executive, within thirty (30) days of the Date of Termination, the amount of any accrued but unpaid Base Salary through the Date of Termination and the Company thereafter shall have no further obligation to the Executive under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company.

7.4. By the Executive for Good Reason or the Company other than for Cause.

(a) Severance Benefits on Non-Change in Control Termination. Subject to the provisions of Section 7.4(b) and Section 7.4(d), if prior to the occurrence of a Change in Control or more than two (2) years after the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following benefits (the "Severance Benefits"):

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) an amount equal to one-twelfth (1/12) of the Executive's Base Salary in effect as of the Date of Termination, such amount being payable in each of the first twenty-four (24) months following the month in which the Date of Termination occurs;

(iii) an amount equal to the Executive's annual target Bonus Opportunity for the fiscal year in which the Date of Termination occurs, that amount being payable in a single lump sum cash payment at the end of the applicable fiscal year;

(iv) any other amounts that may be reimbursable by the Company to the Executive as of the Date of Termination as expressly provided under this Agreement;

(v) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards except for any such stock options, stock appreciation rights and other equity awards that will remain unvested and be forfeited if their vesting is specifically conditioned on the achievement of operational and/or financial performance criteria that have not been met. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) eighteen (18) months following the Date of Termination; and

(vi) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA (i.e., the Consolidated Omnibus Budget Reconciliation Act of 1985) coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

(b) Change in Control Benefits. Subject to the provisions of Section 7.4(d), if within the two (2)-year period following the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following Severance Benefits:

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) a cash amount equal to two (2) times the sum of (A) the Executive's annual Base Salary in effect at the Date of Termination and (B) the Executive's annual target Bonus Opportunity for the fiscal year in which the Date of Termination occurs, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(iii) an amount equal to the Executive's pro rata Bonus for the fiscal year in which the Date of Termination occurs, if such Bonus is deemed earned under the Executive Bonus Plan, payable at such time as bonuses for the annual period are paid to other executive officers of the Company (such pro rata Bonus shall be based on a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Date of Termination and the denominator of which is 365);

(iv) any other amounts that may be reimbursable by the Company to the Executive as of the Date of Termination as expressly provided under this Agreement;

(v) the Executive shall be fully vested in his stock options, stock appreciation rights and other equity awards except for any such stock options, stock appreciation rights and other equity awards that will remain unvested and be forfeited if their vesting is specifically

conditioned on the achievement of operational and/or financial performance criteria that have not been met. Any and all vested stock options, stock appreciation rights and other equity awards, including those that became vested pursuant to the immediately preceding sentence, will remain exercisable, if applicable, for a period up to the earlier of (A) the expiration of the applicable term of the award and (B) eighteen (18) months following the Date of Termination; and

(vi) for a period of twenty-four (24) months after the Date of Termination, the Executive and his applicable dependents shall be provided with coverage under or substantially similar to the health, dental and vision benefits that the Executive was receiving under such plans immediately prior to the Date of Termination, subject to the payment by the Executive of any employee portion of the applicable monthly premiums for such coverage then in effect; provided, that with respect to coverage provided after the eighteen (18)-month COBRA coverage period, the entire applicable premium cost shall be charged to the Executive for such coverage and the Company shall reimburse the Executive for the cost of the premium in excess of the applicable employee-paid portion; provided, further, such reimbursement shall be available only to the extent that (1) such premium expense is actually incurred for any particular calendar year and reasonably substantiated; (2) such reimbursement shall be made no later than the end of the calendar year following the year in which such expense is incurred by the Executive or his applicable dependents; (3) no reimbursement provided for any expense incurred in one taxable year shall affect the amount available in another taxable year; and (4) the right to this reimbursement is not subject to liquidation or exchange for another benefit.

(c) Definition of Change in Control. For purposes of this Agreement, a “Change in Control” shall have the meaning given to such term in the Company’s Long-Term Incentive Plan; provided, however, that “Change in Control” shall have the definition of “Change in Control” contained in Section 409A of the Code in any instance in which amounts are paid under this Agreement as a result of a Change in Control and such amounts are treated as deferred compensation under Section 409A.

(d) Conditions to Receipt of Severance Benefits under Section 7.4(a).

(i) Release. As a condition to receiving any Severance Benefits to which the Executive may otherwise be entitled under Section 7.4(a) or (b), the Executive shall execute a release (the “Release”), which shall include an affirmation of the restrictive covenants set forth in Section 8 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company’s (or any of its subsidiaries’) articles of incorporation or by-laws or any directors and officers liability insurance policies maintained by the Company. If the Executive fails or otherwise refuses to execute a Release within a reasonable time after the Company’s request to do so, the Executive shall not be entitled to any Severance Benefits, or any other benefits provided under this Agreement and the Company shall have no further obligations with respect to the payment of those benefits except as may be required by law.

(ii) Limitation on Benefits. If, following a termination of employment that gives the Executive a right to the payment of Severance Benefits under Section 7.4(a) or (b) the Executive violates in any material respect any of the covenants in Section 8 or as otherwise set forth in the Release, the Executive shall have no further right or claim to any payments or other benefits to which the Executive may otherwise be entitled under Section 7.4(a) or (b) from and after the date on which the Executive engages in such activities and the Company shall have no further obligations with respect to such payments or benefits; provided, however, that the covenants in Section 8 shall continue in full force and effect.

7.5. Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that takes into account the Executive's income shall exclude any and all severance payments and benefits provided under this Agreement.

7.6. Exclusive Benefits. The Severance Benefits payable under Section 7.4(a) and the Severance Benefits payable under Section 7.4(b), if either benefits become applicable under the terms of this Agreement, shall be mutually exclusive and shall be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company. In addition, the Company and the Executive agree that, in the event of a termination of the Executive's employment under any provision of Section 5, the Executive shall be entitled solely to the payments and other benefits provided under the applicable provisions of this Section 7 with respect to such termination, and the Company, upon satisfaction of such payments and other benefits, thereafter shall have no further obligation to the Executive under this Agreement or with respect to the Executive's employment with the Company or any direct or indirect subsidiaries of the Company, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company.

7.7. Certain Additional Payments by the Company.

(a) Calculation of Gross-Up Payment. Notwithstanding anything in this Agreement to the contrary, the Company's regular outside independent public accounting firm or its regular outside law firm (the "Professional Firm") shall determine, promptly following the occurrence of a Change in Control, whether any economic benefit, payment or distribution by the Company to or for the benefit of the Executive, whether paid, payable, distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (such excise tax referred to in this Agreement as the "Excise Tax"). In the event it is determined that the present value of all Payments which constitute "parachute payments" (calculated in accordance with Section 280G of the Code and the regulations thereunder), in the aggregate, exceeds three (3) times the Executive's "base amount" (within the meaning of Section 280G(b)(3) of the Code) (the "Safe Harbor Amount") by an amount equal to ten percent (10%) of the Safe Harbor Amount, then the Executive shall be entitled to receive an additional payment (a "Gross-Up-Payment") in an amount such that after payment by the Executive of all applicable federal, state and local income and excise taxes, the Executive retains an amount equal to the amount he would have retained had no Excise Tax been imposed upon the Payment, provided, if the present value of all such Payments, in the aggregate, exceeds the Safe Harbor Amount by an amount equal to less than ten percent (10%) of the Safe

Harbor Amount, then the value of any such Payments shall be reduced by such amount as determined by the Professional Firm so that the present value of all such Payments, in the aggregate, equals the Safe Harbor Amount minus one dollar (\$1.00). The initial Gross-Up Payment, if any, as determined pursuant to this Section 7.7(a), shall be paid to the Executive within thirty (30) days of the Date of Termination or, if later, within five (5) business days of the receipt of the Professional Firm's determination. With respect to all determinations made by the Professional Firm under this Section 7.7, the Professional Firm shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the Date of Termination, if applicable, or such earlier time as is requested by the Company. All determinations by the Professional Firm under this Agreement shall be binding upon the Company and the Executive.

(b) Underpayment. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Firm, it is possible that Gross-Up Payments that have not been made by the Company should have been made ("Underpayment"). In the event that the Executive is required to make a payment of any Excise Tax, the Professional Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) Administrative Provisions. In consideration of the Company's agreement to make the payments described above, the Executive agrees (i) to provide the Company any information reasonably requested by it relating to the Gross-Up Payment, (ii) to take such actions as the Company reasonably requests and otherwise cooperate in good faith with the Company to contest the Executive's obligation to pay any applicable tax amounts relating to the Excise Tax or the Gross-Up Payment, and (iii) to permit the Company to participate in any proceedings contesting the Executive's obligation to pay any applicable Excise Tax or other tax amounts relating to the Gross-Up Payment. Should it ultimately be determined that any amount of the Gross-Up Payment reimbursed or paid to or on behalf of the Executive hereunder is not properly owed by the Executive or is otherwise refunded to the Executive, the Executive shall repay to the Company the related amount of the Gross-Up Payment. For purposes of Section 409A of the Code and not by way of limitation of any of the foregoing provisions, in no event shall any payment or distribution of the Gross-Up Payment be made later than the last day of the calendar year next following the calendar year in which the Executive pays the related Excise Tax or any federal, state and local income taxes on the Gross-Up Payment.

7.8. Consulting and Cooperation. In connection with the Executive's termination of employment, at the Company's request, the Executive shall enter into an agreement with the Company under which, for a period of up to twenty-four (24) months following the Date of Termination, the Executive shall consult and cooperate with the Company and its representatives with respect to such matters, and for such compensation, as the parties may mutually agree.

## 8. Restrictive Covenants.

8.1. Confidential Information. The Executive hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain information (including, without limitation, procedures, memoranda, notes, records and customer and supplier

lists whether such information has been or is made, developed or compiled by the Executive or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Executive further acknowledges that such information and procedures are unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, such information and procedures shall be referred to as “Confidential Information.” The Executive agrees that all Confidential Information is and shall remain the property of the Company. The Executive further agrees, except as otherwise required by law and for disclosures occurring in the good faith performance of his duties for the Company, while employed by the Company hereunder and for a period of five (5) years thereafter, to hold in the strictest confidence all Confidential Information, and not to, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information for his own benefit or profit or allow any person, entity or third party, other than the Company and authorized executives of the same, to use or otherwise gain access to any Confidential Information.

8.2. Return of Property. Upon the termination of his employment with the Company or upon the request of the Company at any time, the Executive shall promptly deliver to the Company, and shall retain no copies of, any written materials, records and documents made by the Executive or coming into his possession concerning the business or affairs of the Company or its direct or indirect subsidiaries; provided, however, that the Executive shall be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Executive’s rights under this Agreement.

8.3. Non Competition. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, unless he receives the prior written consent of the Company, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to, participate in or be connected with, as an officer, employee, partner, stockholder, consultant or otherwise, or engage in any activity or capacity (collectively, the “Competitive Activities”) with respect to any individual, partnership, limited liability company, firm, corporation or other business organization or entity (each, a “Person”), that is engaged directly or indirectly in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or that is in competition with any of the business activities of the Company or its direct or indirect subsidiaries anywhere in the world; provided, however, that the foregoing (a) shall not apply with respect to any line-of-business in which the Company or its direct or indirect subsidiaries was not engaged on or before the Date of Termination, and (b) shall not prohibit the Executive from owning, or otherwise having an interest in, less than one percent (1%) of any publicly-owned entity or three percent (3%) of any private equity fund or similar investment fund that invests in companies engaged in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, provided the Executive has no active role with respect to any investment by such fund in any Person referred to in this Section 8.3.

8.4. Non-Solicitation. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, (a) any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (b) any client or customer of the Company or its direct or indirect subsidiaries.

8.5. Assignment of Developments. If at any time or times during the Executive's employment, whether during work hours or off-duty hours, the Executive shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined below) that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to the Executive by the Company; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection). The Executive shall promptly disclose to the Company (or any persons designated by it) each such Development. The Executive hereby assigns all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) the Executive may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

8.6. Injunctive Relief. The Executive acknowledges that a breach of any of the covenants contained in this Section 8 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it shall not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by this Section 8 or such other relief as may be required to specifically enforce any of the covenants in this Section 8. To the extent that the Company seeks a temporary restraining order (but not a preliminary or permanent injunction), the Executive agrees that a temporary restraining order may be obtained *ex parte*.

8.7. Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 8 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction shall be

deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

#### 9. Miscellaneous.

9.1. Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Executive performs substantial services. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

9.2. Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Executive and such officer(s) as may be specifically authorized by the Board to effect it. Notwithstanding the foregoing, in the event that the provisions of the Company's Corporate Governance Guidelines related to executive employment agreements are revised during the Employment Term, the Company may make changes to this Agreement, without the consent of the Executive, in order to conform this Agreement with such revised Guidelines. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, shall constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

9.3. Entire Agreement. This Agreement embodies the entire understanding of the parties hereof, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Existing Employment Agreement. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement.

9.4. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania other than the conflict of laws provision thereof.

#### 9.5. Consent to Jurisdiction and Service of Process.

(a) Disputes Other Than Those Under Section 8. In the event of any dispute relating to this Agreement, other than a dispute relating solely to Section 8, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If such a dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation



administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties do not reach such solution through negotiation or mediation within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator shall be selected by agreement of the parties or, if they do not agree on an arbitrator within thirty (30) days after either party has notified the other of his or its desire to have the question settled by arbitration, then the arbitrator shall be selected pursuant to the procedures of the American Arbitration Association (the "AAA") in Pittsburgh, Pennsylvania. The determination reached in such arbitration shall be final and binding on all parties. Enforcement of the determination by such arbitrator may be sought in any court of competent jurisdiction. Unless otherwise agreed by the parties, any such arbitration shall take place in Pittsburgh, Pennsylvania, and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA.

(b) Disputes Under Section 8. In the event of any dispute, controversy or claim between the Company and the Executive arising out of or relating to the interpretation, application or enforcement of the provisions of Section 8, the Company and the Executive agree and consent to the personal jurisdiction of the County Courts in Allegheny County, Pennsylvania and/or the United States District Court for the Western District of Pennsylvania for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have exclusive jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with Section 8 of this Agreement. The Company and the Executive also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Executive at his last known address as reflected in the Company's records.

9.6. Withholding of Taxes. The Company shall withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally shall be required to be withheld.

9.7. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid or sent via a nationally-recognized overnight courier or by facsimile transmission, addressed as follows:

(a) to the Company, to:

WESCO International, Inc.  
Suite 700  
225 West Station Square Drive  
Pittsburgh, PA 15219

Attention: Law Department

(b) to the Executive, to:

Stephen A. Van Oss  
111 Drake Drive  
Wexford, PA 15090

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

9.8. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.10. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and shall not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement shall be construed as if no headings had been used in the Agreement.

9.11. Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein shall have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

9.12 Compliance with Section 409A. Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code and not otherwise eligible for exclusion from the requirements of Section 409A, if as of the date of Employee's "separation from service" (within the meaning of Section 409A of the Code and the applicable regulations) from the Company, (i) Employee is deemed to be a "Specified Employee" and (ii) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to Employee hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of Employee's

separation from service shall be made earlier than the first day of the seventh month following the date on which the Employee separates from service with the Company.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

**WESCO INTERNATIONAL, INC.**

By: /s/ William Vareschi  
Title: Presiding Director

**EXECUTIVE]**

/s/ Stephen A. Van Oss  
Stephen A. Van Oss

**FIRST AMENDMENT TO THIRD AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of August 31, 2009, is entered into among WESCO RECEIVABLES CORP. (the "Seller"), WESCO DISTRIBUTION, INC. (the "Servicer"), the Purchasers (each, a "Purchaser") and Purchaser Agents (each, a "Purchaser Agent") party hereto, and PNC BANK, NATIONAL ASSOCIATION, as Administrator (the "Administrator").

**RECITALS**

1. The Seller, Servicer, each Purchaser, each Purchaser Agent and the Administrator are parties to the Third Amended and Restated Receivables Purchase Agreement dated as of April 13, 2009 (as amended through the date hereof, the "Agreement"); and

2. The parties hereto desire to amend the Agreement as hereinafter set forth.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Defined Terms. Capitalized terms that are used herein without definition and that are defined in Exhibit I to the Agreement shall have the same meanings herein as therein defined.

2. Amendment to the Agreement. Schedule II to the Agreement is hereby amended and restated in its entirety as attached hereto.

3. Representations and Warranties. The Seller and Servicer hereby represent and warrant to each of the parties hereto as follows:

(a) Representations and Warranties. The representations and warranties contained in Exhibit III of the Agreement are true and correct as of the date hereof.

(b) No Default. Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Termination Event or Unmatured Termination Event exists or shall exist.

4. Effect of Amendment. All provisions of the Agreement, as expressly amended and modified by this Amendment shall remain in full force and effect. On and after the Effective Date, all references in the Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as set forth herein.

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5. *Effectiveness*. This Amendment shall become effective as of the date (the "Effective Date") on which the Administrator receives each of the following: (i) counterparts of this Amendment (whether by facsimile or otherwise) executed by each of the other parties hereto, in form and substance satisfactory to the Administrator in its sole discretion, (ii) counterparts of that certain Seventh Amendment to Lockbox Service Agreement, dated as of the date hereof, among the Seller, the Servicer, the Administrator and each Purchaser Agent (whether by facsimile or otherwise) executed by each of the parties thereto, in form and substance satisfactory to the Administrator in its sole discretion and (iii) such other agreements, documents and instruments as the Administrator shall request.

6. *Counterparts*. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

7. *Governing Law; Jurisdiction*.

7.1 THIS AMENDMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

7.2 ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK; AND, BY EXECUTION AND DELIVERY OF THIS AMENDMENT, EACH OF THE PARTIES HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AMENDMENT OR ANY DOCUMENT RELATED HERETO. EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH SERVICE MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

8. *Section Headings*. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WESCO RECEIVABLES CORP.

By: /s/ Daniel A. Brailer  
Name: Daniel A. Brailer  
Title: Treasurer

WESCO DISTRIBUTION, INC., as Servicer

By: /s/ Daniel A. Brailer  
Name: Daniel A. Brailer  
Title: VP & Treasurer

*FIRST AMENDMENT  
TO WESCO 3<sup>RD</sup> A&R RPA*

PNC BANK, NATIONAL ASSOCIATION,  
as Administrator

By: /s/ William P. Falcon  
Name: William P. Falcon  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*



THE CONDUIT PURCHASERS AND THE PURCHASER  
AGENTS:

MARKET STREET FUNDING LLC,  
as a Conduit Purchaser

By: /s/ Doris J. Hearn  
Name: Doris J. Hearn  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Market Street Funding LLC

By: /s/ William P. Falcon  
Name: William P. Falcon  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as a Conduit Purchaser

By: /s/ Michael J. Landry  
Name: Michael J. Landry  
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Wachovia Bank, National Association

By: /s/ Michael J. Landry  
Name: Michael J. Landry  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

FIFTH THIRD BANK, as a Conduit Purchaser

By: /s/ Andrew D. Jones  
Name: Andrew D. Jones  
Title: Assistant Vice President

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: /s/ Andrew D. Jones  
Name: Andrew D. Jones  
Title: Assistant Vice President

*FIRST AMENDMENT  
TO WESCO 3<sup>RD</sup> A&R RPA*

U.S. BANK NATIONAL ASSOCIATION, as a Conduit  
Purchaser

By: /s/ Matthew Kasper  
Name: Matthew Kasper  
Title: Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION,  
as Purchaser Agent for U.S. Bank National Association

By: /s/ Matthew Kasper  
Name: Matthew Kasper  
Title: Assistant Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

THE PRIVATEBANK AND TRUST COMPANY, as a Conduit Purchaser

By: /s/ Zennie W. Lynch Jr.  
Name: Zennie W. Lynch Jr.  
Title: Managing Director

THE PRIVATEBANK AND TRUST COMPANY,  
as Purchaser Agent for The PrivateBank and Trust Company

By: /s/ Zennie W. Lynch Jr.  
Name: Zennie W. Lynch Jr.  
Title: Managing Director

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

THE HUNTINGTON NATIONAL BANK, as a Conduit  
Purchaser

By: /s/ W. Christopher Kohler  
Name: W. Christopher Kohler  
Title: Vice President

THE HUNTINGTON NATIONAL BANK,  
as Purchaser Agent for The Huntington National Bank

By: /s/ W. Christopher Kohler  
Name: W. Christopher Kohler  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

THE RELATED COMMITTED PURCHASERS:

PNC BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser for Market Street  
Funding LLC

By: /s/ William P. Falcon  
Name: William P. Falcon  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

FIFTH THIRD BANK, as a Related Committed Purchaser for  
Fifth Third Bank

By: /s/ Andrew D. Jones  
Name: Andrew D. Jones  
Title: Assistant Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*



WACHOVIA BANK, NATIONAL ASSOCIATION, as a  
Related Committed Purchaser for Wachovia Bank, National  
Association

By: /s/ Michael J. Landry  
Name: Michael J. Landry  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3<sup>RD</sup> A&R RPA*

U.S. BANK NATIONAL ASSOCIATION, as a Related  
Committed Purchaser for U.S. Bank National Association

By: /s/ Matthew Kasper  
Name: Matthew Kasper  
Title: Assistant Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

THE PRIVATEBANK AND TRUST COMPANY, as a Related  
Committed Purchaser for The PrivateBank and Trust Company

By: /s/ Zennie W. Lynch Jr.  
Name: Zennie W. Lynch Jr.  
Title: Managing Director

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

THE HUNTINGTON NATIONAL BANK, as a Related  
Committed Purchaser for The Huntington National Bank

By: /s/ W. Christopher Kohler  
Name: W. Christopher Kohler  
Title: Vice President

*FIRST AMENDMENT  
TO WESCO 3RD A&R RPA*

**SCHEDULE II**  
**LOCK-BOX BANKS AND LOCK-BOX ACCOUNTS**

Sch. II-1

**Exhibit 31.1**

**CERTIFICATION**

I, John J. Engel, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

By: /s/ John J. Engel

John J. Engel  
President and Chief Executive Officer

**Exhibit 31.2**

**CERTIFICATION**

I, Richard P. Heyse, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

By: /s/ Richard P. Heyse

Richard P. Heyse

Vice President and Chief Financial Officer

**Exhibit 32.1**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: November 6, 2009

By: /s/ John J. Engel

John J. Engel

President and Chief Executive Officer



**Exhibit 32.2**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: November 6, 2009

By: /s/ Richard P. Heyse  
Richard P. Heyse  
Vice President and Chief Financial Officer