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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2013

or

o **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** (I.R.S. Employer Identification No.)
225 West Station Square Drive **Suite 700** **Pittsburgh, Pennsylvania** (Address of principal executive offices)	**15219** (Zip Code)

(412) 454-2200
(Registrant's telephone number, including area code)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Class	Name of Exchange on which registered
Common Stock, par value $.01 per share	New York Stock Exchange

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes o No ☑

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 o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such file). Yes ☑ No o

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

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

The registrant estimates that the aggregate market value of the voting shares held by non-affiliates of the registrant was approximately $2,991.5 million as of June 30, 2013, the last business day of the registrant's most recently completed second fiscal quarter, based on the closing price on the New York Stock Exchange for such stock.

As of February 20, 2014, 44,383,594 shares of Common Stock, par value $.01 per share, of the registrant were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE:

Part III of this Form 10-K incorporates by reference portions of the registrant's Proxy Statement for its 2014 Annual Meeting of Stockholders.

WESCO INTERNATIONAL, INC.
Annual Report on Form 10-K for the Fiscal Year Ended
December 31, 2013
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PART I

Item 1. Business.

In this Annual Report on Form 10-K, "WESCO" refers to WESCO International, Inc., and its subsidiaries and its predecessors unless the context otherwise requires. References to "we," "us," "our" and the "Company" refer to WESCO and its subsidiaries.

The Company

WESCO International, Inc. ("WESCO International"), incorporated in 1993 and effectively formed in February 1994 upon acquiring a distribution business from Westinghouse Electric Corporation, is a leading North American based distributor of products and provider of advanced supply chain management and logistics services used primarily in industrial, construction, utility and commercial, institutional and government ("CIG") markets. We are a leading provider of electrical, industrial, and communications maintenance, repair and operating ("MRO") and original equipment manufacturers ("OEM") products, construction materials, and advanced supply chain management and logistics services. Our primary product categories include general electrical and industrial supplies, wire, cable and conduit, data and broadband communications, power distribution equipment, lighting and lighting control systems, control and automation, motors, and safety.

We serve over 75,000 active customers globally through approximately 475 full service branches and nine distribution centers located in the United States, Canada, and Mexico with offices in 15 additional countries. The Company employs approximately 9,200 employees worldwide. We distribute over 1,000,000 products, grouped into six categories, from more than 25,000 suppliers utilizing a highly automated, proprietary electronic procurement and inventory replenishment system.

In addition, we offer a comprehensive portfolio of value-added capabilities, which includes supply chain management, logistics and transportation, procurement, warehousing and inventory management, as well as kitting, limited assembly of products and system installation. Our value-added capabilities, extensive geographic reach, experienced workforce and broad product and supply chain solutions have enabled us to grow our business and establish a leading position in North America.

In December 2012, we completed the acquisition of EECOL Electric Corporation ("EECOL") with approximately $0.9 billion in annual sales, approximately 57 locations across Canada and approximately 20 in South America, and more than 20,000 customers.

Industry Overview

We operate in highly fragmented markets that include thousands of small regional and locally based, privately owned competitors. According to one industry publication, in 2012, the latest year for which market share data is available, the five largest North American electrical distributors, including WESCO, accounted for only approximately 29% of all industry sales in North America. Our global account, integrated supply and OEM programs provide customers with a regional, national, North American and global supply chain consolidation opportunities. The demand for these programs has grown in recent years, driven primarily by the desire of companies to reduce operating expenses by outsourcing operational and administrative functions associated with the procurement, management and utilization of MRO supplies and OEM components. We believe that significant opportunities exist for further expansion of these programs. The total potential in the United States for purchases of MRO and OEM supplies and services across all industrial distribution market segments and channels is currently estimated to be greater than $500 billion per an industry study.

According to management estimates, electrical distribution industry sales have grown at an approximately 4% compound annual rate over the past 20 years. This expansion has been driven by general economic growth, increased price levels for key commodities, increased use of electrical products in businesses and industries, new products and technologies, the proliferation of enhanced building and safety codes, and use of the internet. Wholesale distributors have also grown as a result of a long-term shift in procurement preferences that favor the use of distributors over direct relationships with manufacturers. It is estimated that approximately 75% of electrical products sold in the United States are delivered to the end user through the distribution channel.

Markets and Customers

We have a large base of over 75,000 active customers across a diverse set of end markets. Our top ten customers accounted for approximately 10% of our sales in 2013. No one customer accounted for more than 2% of our sales in 2013.

The following table outlines our sales breakdown by end market:

Year Ended December 31,	2013	2012	2011
(percentages based on total sales)			
Industrial	43%	44%	43%
Construction	32%	32%	35%
Utility	13%	12%	11%
Commercial, Institutional and Governmental	12%	12%	11%

Industrial. Sales to industrial customers of MRO, OEM, and construction products and services accounted for approximately 43% of our sales in 2013, compared to 44% in 2012. Industrial sales product categories include a broad range of electrical equipment and supplies as well as lubricants, pipe, valves, fittings, fasteners, cutting tools, power transmission, and safety products. In addition, OEM customers require a reliable supply of assemblies and components to incorporate into their own products as well as value-added services such as supplier consolidation, design and technical support, just-in-time supply and electronic commerce, and supply chain management.

Construction. Sales of electrical and communications products to contractors accounted for approximately 32% of our sales in 2013 and 2012. Customers include a wide array of contractors and engineering, procurement and construction firms for industrial, infrastructure, commercial and data and broadband communications projects. Specific applications include projects for refineries, railways, hospitals, wastewater treatment facilities, data centers, security installations, offices, and modular and mobile homes. In addition to a wide array of electrical products, we offer contractors communications products for projects related to IT/network modernization, physical security upgrades, broadband deployments, network security, and disaster recovery.

Utility. Sales to utilities and utility contractors accounted for approximately 13% of our sales in 2013, compared to 12% in 2012. Customers include large investor-owned utilities, rural electric cooperatives, municipal power authorities and contractors that serve these customers. We provide our utility customers with products and services to support the construction and maintenance of their generation, transmission and distribution systems along with an extensive range of products that meet their power plant MRO and capital projects needs. Materials management and procurement outsourcing arrangements are also important in this market, as cost pressures and deregulation have caused utility customers to seek improvements in the efficiency and effectiveness of their supply chains.

Commercial, Institutional and Governmental ("CIG"). Sales to CIG customers accounted for approximately 12% of our sales in 2013 and 2012. Customers include schools, hospitals, property management firms, retailers and federal, state and local government agencies of all types, including federal contractors.

Business Strategy

Our goal is to grow organically at a rate greater than that of our industry while also making accretive acquisitions. Our organic growth strategy leverages our existing strengths and focuses on initiatives to enhance our sales and customer service, develop new end markets, broaden our product and service offerings and expand our geographic footprint. We utilize LEAN continuous improvement initiatives on a company-wide basis to deliver operational excellence and improve productivity. We also extend our LEAN initiatives to customers to improve the efficiency and effectiveness of their operations and supply chains. In addition, we seek to generate a distinct competitive advantage through talent management and employee development processes and programs.

We have identified certain growth engines that we believe provide substantial opportunities for above market growth. These growth engines include business models, selected end markets and product categories. The end markets are construction, government, international, and utility. The product categories are communications and security products, and lighting and sustainability. We believe our business models of global accounts and integrated supply programs also provide significant growth opportunities and are applicable to any of our served end markets. We have focused our growth efforts on these end markets, product categories, and business models as discussed below.

Grow Our Global Account Customer Relationships and Base. Our typical global account customer is a Fortune 1000 industrial or commercial company, a large utility, a major contractor, or a governmental or institutional customer, in each case with multiple locations. Our global account program is designed to provide customers with supply chain management services and cost reductions by coordinating and standardizing activity for MRO materials and OEM direct materials across their multiple locations utilizing our broad geographic footprint and our largely integrated information technology platform. Comprehensive implementation plans are managed at the local, national and international levels to prioritize activities, identify key performance measures, and track progress against objectives. We involve our preferred suppliers early in the implementation process, where they can contribute expertise and product knowledge to accelerate program implementation and achievement of cost savings and process improvements.

Growth from our global account programs is an important component of our organic growth strategy. Our objective is to continue to increase revenue from our global account programs by expanding our product and service offerings to existing global account customers and expanding our reach to serve additional customer locations. We also plan on expanding our customer base by capitalizing on our industry expertise and supply chain optimization capabilities.

Extend Our Leadership Position in Integrated Supply Programs. Our integrated supply programs are focused on customers in the industrial, utility, construction and CIG markets. We combine our personnel, product and distribution expertise, electronic commerce technologies, and service capabilities with the customer's own internal resources to meet particular service requirements. Each integrated supply program is configured to reduce the number of suppliers, total procurement costs, and administrative expenses as well as improve operating controls. Our integrated supply programs focus on supply chain optimization and replace the traditional multi-vendor, resource-intensive procurement process with a single, outsourced, automated process. Our services range from timely product delivery to an outsourced procurement function. We believe that large customers will increasingly seek to utilize such services to consolidate and manage their MRO and OEM supply chains. We plan to expand our position as an integrated supply services leader in North America by building upon established relationships within our large customer base and premier supplier network, and extending our services to additional customers and locations around the world.

Expand Our Relationships with Construction Contractors. Our construction sales are focused on contractors, particularly those involved with healthcare, government facilities, enterprise data communications, telecommunication and energy and government infrastructure-related projects. We believe that significant cross selling opportunities exist for electrical and communications products and we intend to use our global account and integrated supply programs, LEAN initiatives and project management expertise to capitalize on construction business opportunities.

Expand Products and Services for Utilities. Our utility customers continue to focus on improving grid reliability as well as improving their operating efficiency and reducing costs. As a result, we anticipate an increase in distribution grid improvement and transmission expansion projects as well as the adoption of integrated supply programs. Accordingly, we are focused on expanding our logistical and project services, integrated supply services and project management programs to increase our scope of supply on distribution grid, generation and other energy projects, including alternative energy projects.

Expand International Operations. We seek to capitalize on existing and emerging international market opportunities through local business development and the expansion of our global product and service platforms while taking advantage of acquisitions that expand our global footprint. We target large, growing markets where we can leverage our value proposition and relationships with key customers and suppliers. We believe this strategy of working with well-developed customer and supplier relationships significantly reduces risk and provides the opportunity to establish profitable business. Our priorities are focused on global vertical markets including energy, mining and metals, manufacturing, and infrastructure, as well as key product categories such as communications and security. Additionally, we are extending our procurement outsourcing and integrated supply programs following large, existing customers into international markets.

Grow Our Communications Products Position. Over the last several years, there has been a convergence of electrical and data communications contractors. Our ability to provide both electrical and communications products and services lines as well as automation, electromechanical, non-electrical MRO, physical security and utility products has presented cross selling opportunities across WESCO. Communications products have continued to be in demand due to networking upgrades, low voltage security investments, data center upgrades and increasing broadband and telecommunications utilization.

Grow Lighting System and Sustainability Sales. Lighting applications are undergoing significant innovation driven by energy efficiency and sustainability trends. We expanded our sales team and marketing initiatives and will continue to add resources in this product category and in product and service offerings to provide overall energy solutions. We opened our second Lighting & Sustainability Solutions Center to increase the customer's knowledge in lighting technology and solutions that contribute to an environmentally responsible future.

Pursue Strategic Acquisitions. In the first quarter of 2014 we completed the previously announced acquisition of LaPrairie, Inc., a wholesale distributor of electrical products located in Ontario, with annual sales of approximately $30 million. Our acquisitions of RS Electronics, Trydor Industries, Conney Safety, and EECOL Electric were completed in 2012 and our efforts focused on integrating these companies into WESCO in 2013. We believe that the highly fragmented nature of the electrical and industrial distribution industry will continue to provide acquisition opportunities. We expect that any future acquisitions will be financed with internally generated funds, additional debt and/or the issuance of equity securities.

Drive Operational Excellence. LEAN continuous improvement is a set of company-wide strategic initiatives to increase efficiency and effectiveness across the entire business enterprise, including sales, operations and administrative processes. The basic principles behind LEAN are to systematically identify and implement improvements through simplification, elimination of waste and reduction in errors. We apply LEAN in our distribution environment, and develop and deploy numerous initiatives through the Kaizen approach targeting improvements in sales, margin, warehouse operations, transportation, purchasing, inventory, accounts receivable, accounts payable, and administrative processes. Our objective is to continue to implement LEAN initiatives across our business enterprise and to extend LEAN services to our customers and suppliers.

Talent Management. Our strategy is to develop a distinct competitive advantage through talent management and employee engagement and development. We believe our ability to attract, develop and retain diverse human capital is imperative to ongoing business success. We improve workforce capability through various programs and processes that identify, recruit, develop and promote our talent base. Significant enhancements in these programs have been made over the last several years, and we expect to continue to refine and enhance these programs in the future.

Products and Services

Products

Our network of branches and distribution centers stock more than 250,000 unique product stock keeping units and we provide customers with access to more than 1,000,000 different products. Each branch tailors its inventory to meet the needs of its local customers.

Representative product categories and associated product lines that we offer include:

- *General and Industrial Supplies.* Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking equipment, tools and testers, safety and security, personal protection, abrasives, cutting tools, tapes, consumables, fasteners, janitorial and other MRO supplies;
- *Wire, Cable and Conduit.* Wire, cable, raceway, metallic and non-metallic conduit;
- *Data and Broadband Communications.* Structured cabling systems, broadband products, low voltage specialty systems, specialty wire and cable products, equipment racks and cabinets, access control, alarms, cameras, paging and voice solutions;
- *Power Distribution Equipment.* Circuit breakers, transformers, switchboards, panel boards, metering products and busway products;
- *Lighting and Controls.* Lamps, fixtures, ballasts and lighting control products; and
- *Control, Automation and Motors.* Motor control devices, drives, surge and power protection, relays, timers, pushbuttons, operator interfaces, switches, sensors, and interconnects.

The following table sets forth sales information about our sales by product category:

Year Ended December 31,	**2013**	**2012**	**2011**
(percentages based on total sales)			
General and Industrial Supplies	40%	36%	34%
Wire, Cable and Conduit	16%	17%	18%
Data and Broadband Communications	14%	15%	17%
Power Distribution Equipment	11%	13%	11%
Lighting and Controls	10%	9%	9%
Control, Automation and Motors	9%	10%	11%

We purchase products from a diverse group of more than 25,000 suppliers. In 2013, our ten largest suppliers accounted for approximately 31% of our purchases. Our largest supplier accounted for approximately 12% of our total purchases. No other supplier accounted for more than 5% of our total purchases.

Our supplier relationships are important to us, providing access to a wide range of products, technical training, and sales and marketing support. We have over 300 preferred supplier arrangements and purchase over 60% of our products pursuant to these arrangements. Consistent with industry practice, most of our agreements with suppliers, including both distribution agreements and preferred supplier agreements, are terminable by either party on 60 days notice or less.

Services

As part of our overall offering, we provide customers a comprehensive portfolio of value added services which includes more than 50 value add solutions in 11 categories including construction, e-business, energy, engineering services, green and sustainability, production support, safety and security, supply chain optimization, training, and working capital. These solutions are designed to address our customer’s business needs through:

- Providing technical support for manufacturing process improvements;
- Implementing inventory optimization programs, including just-in-time delivery and vendor managed inventory;
- Participating in joint cost savings teams;
- Assigning our employees as on-site support personnel;
- Consulting and recommending energy-efficient product upgrades; and
- Offering safety and product training for customer employees.

Competitive Strengths

We compete directly with global, national, regional and local distributors of electrical and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities and price. We also compete with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, we believe it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.

Market Leadership. Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support and locally based service has enabled us to establish a strong presence in our served markets. We have utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.

Broad Product Offering and Value-added Services. We provide a wide range of products, services and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs and enhance safety. Our broad product offering and stable source of supply enables us to consistently meet virtually all of a customer’s capital project, product, MRO and OEM requirements.

Extensive Distribution Network. We operate approximately 475 geographically dispersed branch locations and nine distribution centers (five in the United States and four in Canada). Our distribution centers add value for our customers, suppliers, and branches through the combination of a broad and deep selection of inventory, online ordering, next-day shipment and central order handling and fulfillment. Our distribution center network reduces the lead-time and cost of supply chain activities through automated replenishment and warehouse management systems and economies of scale in purchasing, inventory management, administration and transportation. This extensive network, which would be difficult and expensive to duplicate, provides us with a distinct competitive advantage and allows us to:

- Enhance localized customer service, technical support and sales coverage;
- Tailor individual branch products and services to local customer needs; and
- Offer multi-site distribution capabilities to large customers and global accounts.

Low Cost Operator. Our competitiveness has been enhanced by our consistent favorable operating cost position, which is based on use of LEAN, strategically-located distribution centers, and purchasing economies of scale. As a result of these factors and others, our operating cost as a percentage of sales is one of the lowest in our industry. Our selling, general and administrative expenses as a percentage of revenues for 2013 were 13.3%.

Geography

Our network of branches and distribution centers are located primarily in North America. We attribute revenues from external customers to individual countries on the basis of the point of sale. The following table sets forth information about us by geographic area:

	Net Sales Year Ended December 31,						Long-Lived Assets December 31,		
	2013		2012		2011		2013	2012	2011
(In thousands)									
United States	$ 5,275,275	70%	$ 5,215,849	79%	$ 4,994,641	82%	$ 137,904	$ 144,947	$ 131,988
Canada	1,882,313	25%	1,084,109	17%	900,551	15%	93,642	100,366	24,609
Mexico	90,152	1%	92,370	1%	84,871	1%	615	532	573
Subtotal North American Operations	7,247,740		6,392,328		5,980,063		232,161	245,845	157,170
Other International	265,602	4%	186,973	3%	145,655	2%	11,115	6,047	771
Total	$ 7,513,342		$ 6,579,301		$ 6,125,718		$ 243,276	$ 251,892	$ 157,941

United States. To serve our customers in the United States, we operate a network of approximately 325 branches supported by five distribution centers located in Pennsylvania, Nevada, Mississippi, Wisconsin, and Arkansas. Sales in the United States represented approximately 70% of our total sales in 2013. According to the *Electrical Wholesaling Magazine*, the U.S. electrical wholesale distribution industry had estimated sales of approximately $95 billion in 2013.

Canada. To serve our Canadian customers, we operate a network of approximately 105 branches in nine provinces. Branch operations are supported by four distribution centers located in Edmonton, Montreal, Toronto, and Vancouver. Sales in Canada represented approximately 25% of our total sales in 2013. Total annual electrical industry sales in Canada are approximately $7.5 billion through December 31, 2013 according to a recent publication.

Mexico. We have 10 branch locations in Mexico. Our headquarters in Tlalnepantla Estado de Mexico operates similar to a distribution center to enhance the service capabilities of the local branches. Sales in Mexico represented approximately 1% of our total sales in 2013.

Other International. We sell to global customers through export sales offices located in Miami, Houston, Pittsburgh, Montreal, and Calgary within North America and sales offices and branch operations in various international locations. Sales from other international locations represented approximately 4% of our total sales in 2013. Our branches in Aberdeen, Scotland, Dublin, Ireland and Manchester, England support sales efforts in Europe and the Middle East. We have a branch in Singapore to support our sales to Asia, a branch in Perth to serve customers in Australia, and a branch near Shanghai to serve customers in China along with operations in nine additional countries. The EECOL acquisition expanded WESCO's footprint into South America. All of our international locations have been established to serve our growing list of customers with global operations.

Intellectual Property

We currently have trademarks, patents and service marks registered with the U.S. Patent and Trademark Office and Canadian Intellectual Property Office. The trademarks and service marks registered in the U.S. include: “WESCO®”, our corporate logo and the running man logo. The Company's "EECOL" trademark is registered in Canada. In addition, trademarks, patents, and service mark applications have been filed in various foreign jurisdictions, including Canada, Mexico, Chile, the United Kingdom, Singapore, China, Hong Kong, Thailand and the European Community.

Environmental Matters

Our facilities and operations are subject to federal, state and local laws and regulations relating to environmental protection and human health and safety. Some of these laws and regulations may impose strict, joint and several liabilities on certain persons for the cost of investigation or remediation of contaminated properties. These persons may include former, current or future owners or operators of properties and persons who arranged for the disposal of hazardous substances. Our owned and leased real property may give rise to such investigation, remediation and monitoring liabilities under environmental laws. In addition, anyone disposing of certain products we distribute, such as ballasts, fluorescent lighting and batteries, must comply with environmental laws that regulate certain materials in these products.

We believe that we are in compliance, in all material respects, with applicable environmental laws. As a result, we do not anticipate making significant capital expenditures for environmental control matters either in the current year or in the near future.

Seasonality

Our operating results are not significantly affected by seasonal factors. Sales during the first quarter are affected by a reduced level of activity. Sales during the second, third and fourth quarters are generally 4-6% higher than the first quarter. Sales typically increase beginning in March, with slight fluctuations per month through October. During periods of economic expansion or contraction our sales by quarter have varied significantly from this seasonal pattern.

Website Access

Our Internet address is *www.wesco.com*. Information contained on our website is not part of, and should not be construed as being incorporated by reference into, this Annual Report on Form 10-K. We make available free of charge under the "Investors" heading on our website our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as well as our Proxy Statements, as soon as reasonably practicable after such documents are electronically filed or furnished, as applicable, with the Securities and Exchange Commission (the "SEC"). You also may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549-0213. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site at *www.sec.gov* that contains reports, proxy and information statements and other information regarding issuers like us who file electronically with the SEC.

In addition, our charters for our Executive Committee, Nominating and Governance Committee, Audit Committee and Compensation Committee, as well as our Corporate Governance Guidelines, Code of Principles for Senior Executives, Independence Policy, Global Anti-Corruption Policy, and Code of Business Ethics and Conduct for our Directors, officers and employees, are all available on our website in the "Corporate Governance" link under the "Investors" heading.

Forward-Looking Information

This Annual Report on Form 10-K contains various "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve certain unknown risks and uncertainties, including, among others, those contained in Item 1, "Business," Item 1A, "Risk Factors," and Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations." When used in this Annual Report on Form 10-K, 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 business strategy, growth strategy, competitive strengths, productivity and profitability enhancement, competition, 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, some of which are beyond our control. Our actual results could differ materially from those expressed in any forward-looking statement made by us 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. 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.

Executive Officers

Our executive officers and their respective ages and positions as of February 21, 2014, are set forth below.

Name	Age	Position
John J. Engel	52	Chairman, President and Chief Executive Officer
Daniel A. Brailer	56	Vice President, Investor Relations and Corporate Affairs
Allan A. Duganier	58	Director, Internal Audit
Timothy A. Hibbard	57	Vice President and Corporate Controller
Diane E. Lazzaris	47	Senior Vice President and General Counsel
Kenneth S. Parks	50	Senior Vice President and Chief Financial Officer
Stephen A. Van Oss	59	Senior Vice President and Chief Operating Officer
Kimberly G. Windrow	56	Senior Vice President and Chief Human Resource Officer

Set forth below is biographical information for our executive officers listed above.

John J. Engel was appointed Chairman of the Board in May 2011 and has served as President and Chief Executive Officer since September 2009. Previously, Mr. Engel served as our Senior Vice President and Chief Operating Officer from 2004 to September 2009. From 2003 to 2004, Mr. Engel served as Senior Vice President and General Manager of Gateway, Inc. From 1999 to 2002, Mr. Engel served as an Executive Vice President and Senior Vice President of Perkin Elmer, Inc. From 1994 to 1999, Mr. Engel served as a Vice President and General Manager of Allied Signal, Inc. and held various engineering, manufacturing and general management positions at General Electric Company from 1985 to 1994. Mr. Engel is also a director of United States Steel Corporation and chairman of its audit committee.

Daniel A. Brailer is our Vice President, Investor Relations and Corporate Affairs. From February 2011 to February 2012 he served as our Vice President, Treasurer, Investor Relations and Corporate Affairs. From 2006 to February 2011, he served as our Vice President, Treasurer and Investor Relations. From 1999 to 2006, he served as our Treasurer and Director of Investor Relations. Prior to joining the Company, Mr. Brailer served in various positions at Mellon Financial Corporation, most recently as Senior Vice President.

Allan A. Duganier has served as our Director of Internal Audit since 2006. From 2001 to 2006, Mr. Duganier served as our Corporate Operations Controller and, from 2000 to 2001, as a Group Controller. Mr. Duganier served as the controller for Rockwell Automation's global Drive Systems business unit from 1995 to 2000.

Timothy A. Hibbard was appointed as our Vice President and Corporate Controller in February 2012. From 2006 to February 2012, he served as our Corporate Controller. From 2002 to 2006, he served as Corporate Controller at Kennametal Inc. From 2000 to 2002, Mr. Hibbard served as Director of Finance of Kennametal's Advanced Materials Solutions Group, and, from 1998 to 2000, he served as Controller of Greenfield Industries, Inc., a subsidiary of Kennametal Inc.

Diane E. Lazzaris has served as our Senior Vice President and General Counsel since January 1, 2014, and from February 2010 to December 2013 she served as our Vice President, Legal Affairs. From February 2008 to February 2010, Ms. Lazzaris served as Senior Vice President - Legal, General Counsel and Corporate Secretary of Dick's Sporting Goods, Inc. From 1994 to February 2008, she held various corporate counsel positions at Alcoa Inc., most recently as Group Counsel to a group of global businesses.

Kenneth S. Parks has served as our Senior Vice President and Chief Financial Officer since January 1, 2014, and from June 2012 to December 2013 he served as our Vice President and Chief Financial Officer. From April 2008 to February 2012, he served as Vice President of Finance of United Technologies Corporation for their global Fire and Security business. From 2005 to April 2008, he served as Director of Investor Relations of United Technologies Corporation. He began his career in public accounting with Coopers & Lybrand.

Stephen A. Van Oss has served as Senior Vice President and Chief Operating Officer since September 2009. From February 2012 to June 2012, he also served as the Company's Chief Financial Officer on an interim basis. Previously, Mr. Van Oss served as our Senior Vice President and Chief Financial and Administrative Officer from 2004 to September 2009. From 2000 to 2004, he served as our Vice President and Chief Financial Officer. From 1997 to 2000, Mr. Van Oss served as our Director, Information Technology and, in 1997, as our Director, Acquisition Management. From 1995 to 1996, Mr. Van Oss served as Chief Operating Officer and Chief Financial Officer of Paper Back Recycling of America, Inc. Mr. Van Oss serves as a director of Cooper-Standard Holdings Inc. and as the chairman of its audit committee. He also serves as a trustee of Robert Morris University and is chairman of its finance committee and is a member of its government committee.

Kimberly G. Windrow has served as our Senior Vice President and Chief Human Resources Officer since January 1, 2014, and from August 2010 to December 2013 she served as our Vice President, Human Resources. From 2004 until July 2010, Ms. Windrow served as Senior Vice President of Human Resources for The McGraw Hill Companies in the education segment. From 2001 until 2004, she served as Senior Vice President of Human Resources for The MONY Group, and from 1988 until 2000, she served in various Human Resource positions at Willis, Inc.

Item 1A. Risk Factors.

The following factors, among others, could cause our actual results to differ materially from the forward-looking statements we make. All forward-looking statements attributable to us or persons working on our behalf are expressly qualified by the following factors. This information should be read in conjunction with Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, Item 7A, Quantitative and Qualitative Disclosures about Market Risks and the consolidated financial statements and related notes included in this Form 10-K.

Adverse conditions in the global economy and disruptions of financial markets could negatively impact our results of operations.

Our results of operations are affected by the level of business activity of our customers, which in turn is affected by global economic conditions and market factors impacting the industries and markets that they serve. Certain global economies and markets continue to experience significant uncertainty and volatility. Adverse economic conditions or lack of liquidity in various markets, particularly in North America, may adversely affect our revenues and operating results. Economic and financial market conditions also affect the availability of financing for projects and for our customers' capital or other expenditures, which can result in project delays or cancellations and thus affect demand for our products. There can be no assurance that any governmental responses to economic conditions or disruptions in the financial markets ultimately will stabilize the markets or increase our customers' liquidity or the availability of credit to our customers. Should one or more of our larger customers declare bankruptcy, it could adversely affect the collectability of our accounts receivable, bad debt reserves and net income. In addition, our ability to access the capital markets may be restricted at a time when we would like, or need, to do so. The global economic and financial environment also may affect our business and financial condition in ways that we currently cannot predict, and there can be no assurance that global economic and market conditions will not adversely affect our results of operations, cash flow or financial position in the future. Fluctuations of the U.S. dollar relative to other currencies could negatively affect our business, financial results and liquidity.

Certain events or conditions could lead to interruptions in our operations, which may materially adversely affect our business, financial condition or results of operations.

We operate a number of facilities and we coordinate company activities, including information technology systems and administrative services and the like, through our headquarters operations. Our operations depend on our ability to maintain existing systems and implement new technology, which includes allocating sufficient resources to periodically upgrade our information technology systems, and to protect our equipment and the information stored in our databases against both manmade and natural disasters, as well as power losses, computer and telecommunications failures, technological breakdowns, unauthorized intrusions, cyber-attacks, and other events. Conversions to new information technology systems may result in cost overruns, delays or business interruptions. If our information technology systems are disrupted, become obsolete or do not adequately support our strategic, operational or compliance needs, it could result in competitive disadvantage and adversely affect our financial results and business operations, including our ability to process orders, receive and ship products, maintain inventories, collect accounts receivable and pay expenses.

Because we rely heavily on information technology both in serving our customers and in our enterprise infrastructure in order to achieve our objectives, we may be vulnerable to damage or intrusion from a variety of cyber-attacks including computer viruses, worms or other malicious software programs that access our systems. Despite the precautions we take to mitigate the risks of such events, an attack on our enterprise information technology system could result in theft or disclosure of our proprietary or confidential information or a breach of confidential customer or employee information. Such events could have an adverse impact on revenue, harm our reputation, and cause us to incur legal liability and costs, which could be significant, to address and remediate such events and related security concerns.

We also depend on accessible office facilities, distribution centers and information technology data centers for our operations to function properly. An interruption of operations at any of our distribution centers could have a material adverse effect on the operations of branches served by the affected distribution center. Such disaster related risks and effects are not predictable with certainty and, although they typically can be mitigated, they cannot be eliminated. We seek to mitigate our exposures to disaster events in a number of ways. For example, where feasible, we design the configuration of our facilities to reduce the consequences of disasters. We also maintain insurance for our facilities against casualties and we evaluate our risks and develop contingency plans for dealing with them. Although we have reviewed and analyzed a broad range of risks applicable to our business, the ones that actually affect us may not be those we have concluded most likely to occur. Furthermore, although our reviews have led to more systematic contingency planning, our plans are in varying stages of development and execution, such that they may not be adequate at the time of occurrence for the magnitude of any particular disaster event that befalls us.

Loss of key suppliers, product cost fluctuations, lack of product availability or inefficient supply chain operations could decrease sales and earnings.

Most of our agreements with suppliers are terminable by either party on 60 days' notice or less. Our ten largest suppliers in 2013 accounted for approximately 31% of our purchases for the period. Our largest supplier in 2013 was Eaton Corporation accounting for approximately 12% of our purchases. The loss of, or a substantial decrease in the availability of, products from any of these suppliers, a supplier's change in sales strategy to rely less on distribution channels, or the loss of key preferred supplier agreements, could have a material adverse effect on our business. Supply interruptions could arise from shortages of raw materials, effects of economic or financial market conditions on a supplier's operations, labor disputes or weather conditions affecting products or shipments, transportation disruptions, or other reasons beyond our control. In addition, certain of our products, such as wire and conduit, are commodity-price-based products and may be subject to significant price fluctuations which are beyond our control. Furthermore, we cannot be certain that particular products or product lines will be available to us, or available in quantities sufficient to meet customer demand. Such limited product access could cause us to be at a competitive disadvantage. The profitability of our business is also dependent upon the efficiency of our supply chain. An inefficient or ineffective supply chain strategy or operations could increase operational costs, reduce profit margins and adversely affect our business.

Expansion into new business activities, industries, product lines or geographic areas could subject the company to increased costs and risks and may not achieve the intended results.

Engaging in or significantly expanding business activities in product sourcing, sales and services could subject the company to unexpected costs and risks. Such activities could subject us to increased operating costs, product liability, regulatory requirements and reputational risks. Our expansion into new and existing markets, including manufacturing related or regulated businesses, may present competitive, distribution and regulatory challenges that differ from current ones. We may be less familiar with the target customers and may face different or additional risks, as well as increased or unexpected costs, compared to existing operations. Growth into new markets may also bring us into direct competition with companies with whom we have little or no past experience as competitors. To the extent we are reliant upon expansion into new geographic, industry and product markets for growth and do not meet the new challenges posed by such expansion, our future sales growth could be negatively impacted, our operating costs could increase, and our business operations and financial results could be negatively affected.

An increase in competition could decrease sales or earnings.

We operate in a highly competitive industry and compete directly with global, national, regional and local providers of our products and services. Some of our existing competitors have, and new market entrants may have, greater resources than us. Competition is primarily focused in the local service area and is generally based on product line breadth, product availability, service capabilities and price. Other sources of competition are buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability as well as e-commerce companies.

Existing or future competitors may seek to gain or retain market share by reducing prices, and we may be required to lower our prices or may lose business, which could adversely affect our financial results. Also, to the extent that we do not meet changing customer preferences or demands or to the extent that one or more of our competitors becomes more successful with private label products or otherwise, our ability to attract and retain customers could be materially adversely affected. Existing or future competitors also may seek to compete with us for acquisitions, which could have the effect of increasing the price and reducing the number of suitable acquisitions. In addition, it is possible that competitive pressures resulting from industry consolidation could affect our growth and profit margins.

With the acquisition of EECOL Electric Corporation, our risk profile may differ materially from prior years as a result of increased levels of international operations, which could materially change our results of operations.

On December 14, 2012 we completed our largest acquisition to date when we acquired EECOL Electric Corporation for approximately $1.1 billion. EECOL is headquartered in Calgary, Alberta with approximately 57 locations throughout Canada and approximately 20 locations in South America. While there are risks associated with acquisitions generally, including integration risks, there are additional risks more specifically associated with owning and operating businesses internationally, including those arising from import and export controls, exchange rate fluctuations, material developments in political, regulatory or economic conditions impacting those operations and various environmental and climatic conditions in particular areas of the world. Following this acquisition, a greater percentage of our revenues and expenses arise from international sources that may be subject to these risks from time to time.

Acquisitions that we may undertake would involve a number of inherent risks, any of which could cause us not to realize the benefits anticipated to result.

We have expanded our operations through organic growth and selected acquisitions of businesses and assets and may seek to do so in the future. Acquisitions involve various inherent risks, including: problems that could arise from the integration of the acquired business; uncertainties in assessing the value, strengths, weaknesses, contingent and other liabilities and potential profitability of acquisition candidates; the potential loss of key employees of an acquired business; the ability to achieve identified operating and financial synergies anticipated to result from an acquisition or other transaction; unanticipated changes in business, industry or general economic conditions that affect the assumptions underlying the acquisition or other transaction rationale; and expansion into new countries or geographic markets where we may be less familiar with operating requirements, target customers and regulatory compliance. Any one or more of these factors could increase our costs or cause us not to realize the benefits anticipated to result from the acquisition of business or assets.

We must attract, retain and motivate key employees, and the failure to do so may adversely affect our business and results of operations.

Our success depends on hiring, retaining and motivating key employees, including executive, managerial, sales, technical, marketing and support personnel. We may have difficulty locating and hiring qualified personnel. In addition, we may have difficulty retaining such personnel once hired, and key people may leave and compete against us. The loss of key personnel or our failure to attract and retain other qualified and experienced personnel could disrupt or adversely affect our business, its sales and results of operations. In addition, our operating results could be adversely affected by increased costs due to increased competition for employees, higher employee turnover, which may also result in loss of significant customer business, or increased employee benefit costs.

We are subject to costs and risks associated with laws and regulations affecting our business, as well as litigation for product liability or other matters affecting our business.

The complex legal and regulatory environment exposes us to compliance costs and risks, as well as litigation and other legal proceedings, that could materially affect our operations and financial results. These laws and regulations may change, sometimes significantly, as a result of political or economic events. They include tax laws and regulations, import and export laws and regulations, government contracting laws and regulations, labor and employment laws and regulations, product safety, occupational safety and health laws and regulations, securities and exchange laws and regulations (and other laws applicable to publicly-traded companies such as the Foreign Corrupt Practices Act), and environmental laws and regulations. In addition, proposed laws and regulations in these and other areas, such as healthcare, employment, or legal matters could affect the cost of our business operations. From time to time we are involved in legal proceedings which may relate to, for example, product liability, labor and employment (including wage and hour), tax, import and export compliance, worker health and safety, general commercial and securities matters. While we believe that the outcome of any pending matter is unlikely to have a material adverse effect on our financial condition or liquidity, additional legal proceedings may arise in the future and the outcome of any legal proceedings and other contingencies could require us to take actions which could adversely affect our operations or could require us to pay substantial amounts of money.

Because we conduct business in many countries, we are subject to income taxes as well as non-income based taxes in both the United States and various foreign jurisdictions. As a result, we are required to interpret the income tax laws and rulings in each jurisdiction in which we operate and are subject to ongoing tax audits in various jurisdictions. Due to ambiguity of tax laws in certain of these jurisdictions and the subjective nature of factual determinations, the respective taxing authorities may disagree with certain positions we have taken and assess additional taxes. While we regularly evaluate the likely outcomes of these audits in order to determine the appropriateness of our tax provision, there can be no assurance that we will accurately predict the outcomes of these audits, and the actual outcomes could adversely affect our results of operations.

Our outstanding indebtedness requires debt service commitments that could adversely affect our ability to fulfill our obligations and could limit our growth and impose restrictions on our business.

As of December 31, 2013, we had $1,662.4 million of consolidated indebtedness (excludes debt discount), including $300.2 million in aggregate principal amount of term loans due 2019 (the “Term Loans”), $500.0 million in aggregate principal amount of 5.375% Senior Notes due 2021 (the “2021 Notes”) and $344.9 million in aggregate principal amount of 6.0% Convertible Senior Debentures due 2029 (the “2029 Debentures”). Our consolidated indebtedness also includes our revolving credit facility (the "Revolving Credit Facility"), which has an aggregate borrowing capacity of $600.0 million, and our accounts receivable securitization facility (the “Receivables Facility”), through which we sell up to $500.0 million of our accounts receivable to third-party financial institutions. We and our subsidiaries may undertake additional borrowings in the future, subject to certain limitations contained in the instruments governing our indebtedness.

Our debt service obligations have important consequences, including: our payments of principal and interest reduce the funds available to us for operations, future business opportunities and acquisitions and other purposes; they increase our vulnerability to adverse economic, financial market and industry conditions; our ability to obtain additional financing may be limited; they may hinder our ability to adjust rapidly to changing market conditions; we may be required to incur additional interest due to the contingent interest features of the 2029 Debentures, which are embedded derivatives; and our financial results are affected by increased interest costs. Our ability to make scheduled payments of principal and interest on our debt, refinance our indebtedness, make scheduled payments on our operating leases, fund planned capital expenditures or to finance acquisitions will depend on our future performance, which, to a certain extent, is subject to economic, financial, competitive and other factors beyond our control. There can be no assurance that our business will continue to generate sufficient cash flow from operations in the future to service our debt, make necessary capital expenditures or meet other cash needs. If unable to do so, we may be required to refinance all or a portion of our existing debt, to sell assets or to obtain additional financing. Our Revolving Credit Facility is subject to renewal in August 2016 and our Receivables Facility is subject to renewal in September 2016. There can be no assurance that available funding or any sale of additional receivables or additional financing will be possible at the times of renewal in amounts or terms favorable to us, if at all.

Over the next three years, we will be required to repay approximately $520.6 million of our currently outstanding indebtedness, of which $22.6 million is related to our Revolving Credit Facility, $453.6 million is related to our Receivables Facility, $37.6 million is related to our international lines of credit, and $4.2 million is related to our Term Loans.

Our debt agreements contain restrictions that may limit our ability to operate our business.

Our credit facilities also require us to maintain specific earnings to fixed expenses and to meet minimum net worth requirements in certain circumstances. Our Term Loan, 2021 Notes and credit facilities contain, and any of our future debt agreements may contain, certain covenant restrictions that limit our ability to operate our business, including restrictions on our ability to: incur additional debt or issue guarantees; create liens; make certain investments; enter into transactions with our affiliates; sell certain assets; make capital expenditures; redeem capital stock or make other restricted payments; declare or pay dividends or make other distributions to stockholders; and merge or consolidate with any person. Our Term Loan and credit facilities contain additional affirmative and negative covenants, and our ability to comply with these covenants is dependent on our future performance, which will be subject to many factors, some of which are beyond our control, including prevailing economic conditions.

As a result of these covenants, our ability to respond to changes in business and economic conditions and to obtain additional financing, if needed, may be significantly restricted, and we may be prevented from engaging in transactions that might otherwise be beneficial to us. In addition, our failure to comply with these covenants could result in a default under the 2029 Debentures, the 2021 Notes, the credit facilities, the Term Loan, and our other debt, which could permit the holders to accelerate such debt. If any of our debt is accelerated, we may not have sufficient funds available to repay such debt.

Goodwill and indefinite life intangible assets recorded as a result of our acquisitions could become impaired.

As of December 31, 2013, our combined goodwill and indefinite life intangible assets amounted to $1,837.4 million. To the extent we do not generate sufficient cash flows to recover the net amount of any investments in goodwill and other indefinite life intangible assets recorded, the investment could be considered impaired and subject to write-off. We expect to record further goodwill and other indefinite life intangible assets as a result of future acquisitions we may complete. Future amortization of such assets or impairments, if any, of goodwill or indefinite life intangible assets would adversely affect our results of operations in any given period.

There is a risk that the market value of our common stock may decline.

Stock markets have experienced significant price and trading volume fluctuations, and the market prices of companies in our industry have been volatile. In recent years, volatility and disruption reached unprecedented levels. For some issuers, the markets have exerted downward pressure on stock prices and credit capacity. It is impossible to predict whether the price of our common stock will rise or fall. Trading prices of our common stock will be influenced by our operating results and prospects and by global economic, financial and other factors.

Future sales of our common stock in the public market or issuance of securities senior to our common stock could adversely affect the trading price of our common stock and the value of the 2029 Debentures.

Future sales of substantial amounts of our common stock or equity-related securities in the public market, or the perception that such sales could occur, could adversely affect prevailing trading prices of our common stock and the value of the 2029 Debentures and could impair our ability to raise capital through future offerings of equity or equity-related securities. No prediction can be made as to the effect, if any, that future sales of shares of common stock or the availability of shares of common stock for future sale will have on the trading price of our common stock or the value of the 2029 Debentures.

There may be future dilution of our common stock.

To the extent options to purchase common stock under our stock option plans are exercised, holders of our common stock will incur dilution. Additionally, our 2029 Debentures include contingent conversion price provisions and options for settlement in shares. Based on our current stock price, the 2029 Debentures may be converted into common stock which would increase dilution to our stockholders.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We have approximately 475 branches, of which approximately 325 are located in the United States, approximately 105 are located in Canada and the remainder are in other locations including Chile, Mexico, the United Kingdom, Singapore, China, and Australia. Approximately 26% of our branches are owned facilities, and the remainder are leased.

The following table summarizes our distribution centers:

Location	Square Feet	Leased/Owned
Warrendale, PA	194,000	Owned
Sparks, NV	131,000	Leased
Byhalia, MS	148,000	Owned
Little Rock, AR	100,000	Leased
Madison, WI	136,000	Leased
Montreal, QC	126,000	Leased
Burnaby, BC	65,000	Owned
Edmonton, AB	101,000	Leased
Mississauga, ON	246,000	Leased

We also lease our 69,000 square-foot headquarters in Pittsburgh, Pennsylvania. We do not regard the real property associated with any single branch location as material to our operations. We believe our facilities are in good operating condition and are adequate for their respective uses.

Item 3. 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 initially reported in our 2008 Annual Report on Form 10-K, WESCO is a defendant in a lawsuit filed in a state court in Indiana in which a customer, ArcelorMittal Indiana Harbor, Inc. (“AIH”), alleges that the Company sold defective products to AIH in 2004 that were supplied to the Company by others. The lawsuit sought monetary damages in the amount of approximately $50 million. On February 14, 2013, the jury returned a verdict in favor of AIH and awarded damages in the amount of approximately $36.1 million, and judgment was entered on the jury's verdict. As a result, the Company recorded a $36.1 million charge to selling, general and administrative expenses in 2012. The Company disputes this outcome and filed a post-trial motion challenging the verdict alleging various errors that occurred during trial. The Company received letters from its insurers confirming insurance coverage of the matter and recorded a receivable in the quarter ended March 31, 2013 in an amount equal to the previously recorded liability. AIH also filed a post-trial motion asking the court to award additional amounts to AIH, including prejudgment and post-judgment interest. The Court denied the Company's post-trial motion on June 28, 2013 and granted in part AIH's motion, awarding prejudgment interest in the amount of $3.9 million and ordering post-judgment interest to accrue on the entire judgment at 8% per annum. In the quarter ended June 30, 2013, the Company received letters from its insurers confirming insurance coverage of all prejudgment and post-judgment interest related to the matter, and recorded a liability and a corresponding receivable in the amount of $4.7 million for all interest accrued in connection with this matter. Final judgment was entered by the court on July 16, 2013, and the Company is appealing the judgment. The Company has recorded an additional liability and a corresponding receivable in the amount of $1.6 million for post-judgment interest accrued in connection with this matter in the second half of 2013. The judgment may increase or decrease based on the outcome of the appellate proceedings that cannot be predicted with certainty.

Information relating to legal proceedings is included in Note 13, Commitments and Contingencies of the Notes to Consolidated Financial Statements and is incorporated herein by reference.

Item 4. Mine Safety Disclosures.

Not applicable.

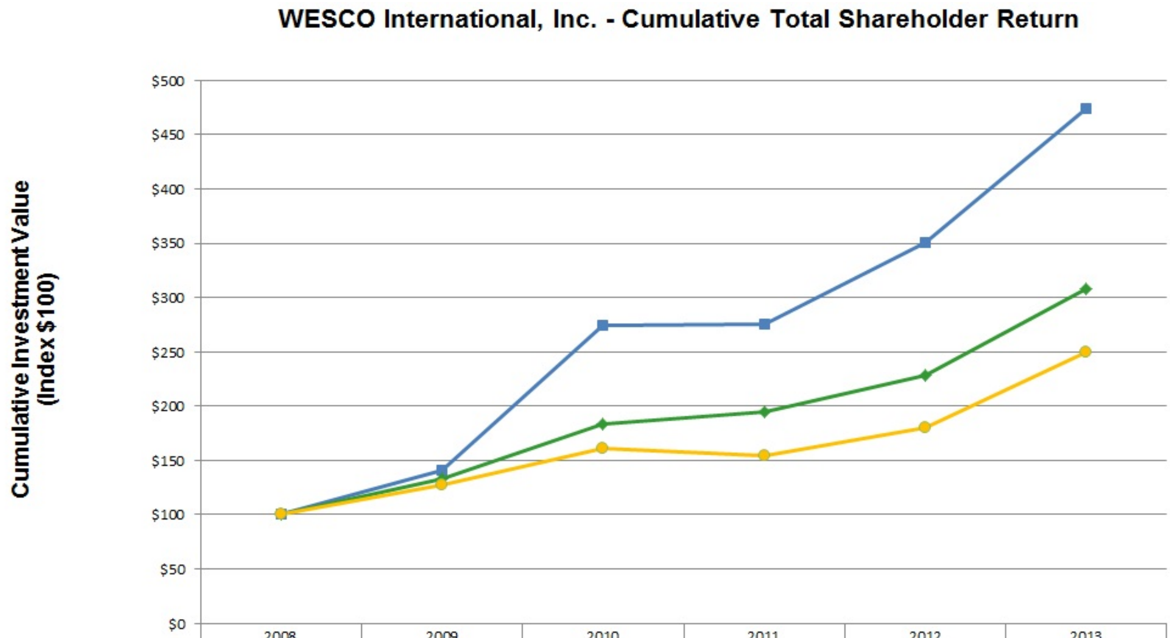
PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market, Stockholder and Dividend Information. Our common stock is listed on the New York Stock Exchange under the symbol “WCC.” As of February 20, 2014, there were 44,383,594 shares of common stock outstanding held by approximately 21 holders of record. We have not paid dividends on the common stock and do not currently plan to pay dividends. We do, however, evaluate the possibility from time to time. It is currently expected that earnings will be reinvested to support business growth, debt reduction or acquisitions. In addition, our Revolving Credit Facility and Term Loan Agreement restrict our ability to pay dividends. See Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources.” The following table sets forth the high and low sales prices per share of our common stock, as reported on the New York Stock Exchange, for the periods indicated.

	Sales Prices	
Quarter	**High**	**Low**
2012		
First	$ 67.34	$ 52.67
Second	68.19	52.29
Third	64.17	51.76
Fourth	67.72	55.02
2013		
First	$ 77.49	$ 67.22
Second	77.83	65.46
Third	79.03	65.63
Fourth	91.12	73.78

Company Performance. The following stock price performance graph illustrates the cumulative total return on an investment in WESCO International, Inc., a 2013 Performance Peer Group, and the Russell 2000 Index. The graph covers the period from December 31, 2008 to December 31, 2013, and assumes that the value for each investment was $100 on December 31, 2008, and that all dividends were reinvested.



	2008	2009	2010	2011	2012	2013
WESCO International, Inc.	$100.00	$140.46	$274.57	$275.66	$350.65	$473.58
2013 Performance Peer Group	$100.00	$133.31	$183.15	$194.75	$228.03	$307.79
Russell 2000 Index	$100.00	$127.17	$161.32	$154.57	$179.84	$249.66

2013 Performance Peer Group:

Airgas, Inc.	Eaton Corporation Plc	MSC Industrial Direct Co., Inc.
Anixter International, Inc.	Emerson Electric Company	Pool Corporation
Applied Industrial Technologies, Inc.	Fastenal Company	Rockwell Automation, Inc.
Arrow Electronics, Inc.	Genuine Parts Company	Tech Data Corporation
Avnet, Inc.	Houston Wire & Cable Company	United Stationers, Inc.
Beacon Roofing Supply, Inc.	Hubbell, Inc.	W.W. Grainger, Inc.
Danaher Corporation	Ingram Micro, Inc.	Watsco Inc

Item 6. Selected Financial Data.

Selected financial data and significant events related to the Company's financial results for the last five fiscal years are listed below. The financial data should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in Item 8 and with Management's Discussion and Analysis of Financial Condition and Results of Operations, included in Item 7.

Year Ended December 31,	2013	2012	2011	2010	2009
(Dollars in millions, except per share data)					
Income Statement Data:					
Net sales	$ 7,513.3	$ 6,579.3	$ 6,125.7	$ 5,063.9	$ 4,624.0
Cost of goods sold	5,967.9	5,247.8	4,889.2	4,065.4	3,724.1
Selling, general and administrative expenses	996.8	961.0	872.0	763.7	693.9
Depreciation and amortization	67.6	37.6	31.6	23.9	26.0
Income from operations	481.0	332.9	332.9	210.9	180.0
Interest expense, net	85.6	47.8	53.6	57.6	53.8
Loss on debt extinguishment / (gain) on debt exchange(1)	13.2	3.5	—	—	(6.0)
Other loss (income)(2)	2.3	—	—	(4.3)	(5.0)
Income before income taxes	379.9	281.6	279.3	157.6	137.2
Provision for income taxes	103.4	79.9	83.1	42.2	32.1
Net income	276.5	201.7	196.2	115.4	105.1
Net (income) loss attributable to noncontrolling interest(3)	(0.1)	0.1	0.1	—	—
Net income attributable to WESCO International, Inc.	$ 276.4	$ 201.8	$ 196.3	$ 115.4	$ 105.1
Earnings per common share attributable to WESCO International, Inc.					
Basic	$ 6.26	$ 4.62	$ 4.54	$ 2.72	$ 2.49
Diluted	$ 5.25	$ 3.95	$ 3.96	$ 2.50	$ 2.46
Weighted average common shares outstanding					
Basic	44.1	43.7	43.2	42.5	42.3
Diluted	52.7	51.1	49.6	46.1	42.7
Other Financial Data:					
Capital expenditures	$ 27.8	$ 23.1	$ 33.3	$ 15.1	$ 13.0
Net cash provided by operating activities	315.1	288.2	167.5	127.3	291.7
Net cash (used) provided by investing activities	(18.2)	(1,311.0)	(81.3)	(220.5)	(10.7)
Net cash (used) provided by financing activities	(257.5)	1,044.0	(70.9)	30.6	(264.9)
Balance Sheet Data:					
Total assets	$ 4,617.1	$ 4,629.6	$ 3,078.5	$ 2,826.8	$ 2,494.2
Total debt (including current and short-term debt)(4)	1,487.7	1,735.2	649.3	729.9	691.8
Stockholders' equity(5)	1,764.8	1,553.7	1,345.9	1,148.6	996.3

(1) Represents the loss recognized in 2013 related to the repayment of $500 million of the Company's Term Loan, the loss recognized in 2012 due to the redemption of all the outstanding 7.50% 2017 Senior Subordinated Notes due 2017 (the "2017 Notes") and the gain related to the 2009 convertible debt exchange. See Note 7 of the Notes to Consolidated Financial Statements.

(2) Represents loss on the sale of the Company's Argentina business in 2013 and income from the LADD joint venture in 2010 and 2009.

(3) Represents the portion of a net (income) loss attributable to a consolidated entity not owned by the Company.

(4) Includes the discount related to the 2029 Debentures, the 2.625% Convertible Senior Debentures due 2025 (the "2025 Debentures"), the 1.75% Convertible Senior Debentures due 2026 (the "2026 Debentures"), and the Term Loan facility. See Note 7 of the Notes to Consolidated Financial Statements.

(5) Stockholders' equity includes amounts related to the Debentures. See Note 7 of the Notes to Consolidated Financial Statements.

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion should be read in conjunction with the audited consolidated financial statements and notes thereto included in Item 8 of this Annual Report on Form 10-K.

Company Overview

In 2013, we strengthened our organization and talent base, made improvements to our operations and capital structure, expanded our international presence, improved productivity, and integrated four accretive acquisitions into our operations. Sales increased $934.0 million, or 14.2%, over the prior year. Acquisitions positively impacted consolidated sales by 14.6%, organic sales were flat, and foreign currency exchange negatively impacted sales by 0.4%. Cost of goods sold as a percentage of net sales was 79.4% and 79.8% in 2013 and 2012, respectively. Operating income of $481.0 million increased over the prior year primarily due to the integration of EECOL's operations in 2013, and due to the $36.1 million 2013 ArcelorMittal litigation recovery and related fourth quarter 2012 charge of the same amount. Net income attributable to WESCO International, Inc. increased 37.0% over the prior year to $276.4 million. Diluted earnings per share attributable to WESCO International, Inc. were $5.25 in 2013, compared with $3.95 in 2012.

Our end markets consist of industrial firms, electrical and data communications contractors, utilities, and commercial organizations, institutions and governmental entities. Our transaction types to these markets can be categorized as stock, direct ship and special order. Stock orders are filled directly from existing inventory and represented approximately 50% and 45% of total sales for 2013 and 2012, respectively. Approximately 39% and 42% of our total sales were direct ship sales for 2013 and 2012, respectively. Direct ship sales are typically custom-built products, large orders or products that are too bulky to be easily handled and, as a result, are shipped directly to the customer from the supplier. Special orders are for products that are not ordinarily stocked in inventory and are ordered based on a customer’s specific request. Special orders represent the remainder of total sales.

We have historically financed our working capital requirements, capital expenditures, acquisitions, share repurchases and new branch openings through internally generated cash flow, debt issuances, borrowings under our credit facilities and funding through our Receivables Facility.

Cash Flow

We generated $315.1 million in operating cash flow during 2013. Cash provided by operating activities included net income of $276.5 million and adjustments to net income totaling $122.1 million. Cash used in investing activities consisted primarily of purchases of capital assets totaling $27.8 million, partially offset by proceeds of $10.8 million from the sale of assets. Financing activities during 2013 consisted of borrowings and repayments of $833.5 million and $1,026.7 million, respectively, related to our Revolving Credit Facility, borrowings and repayments of $96.5 million and $87.9 million, respectively, related to our Receivables Facility, repayments of $541.2 million related to our Term Loans, borrowings of $500.0 million related to our recently issued senior notes due 2021, and repayments of $26.4 million which extinguished our mortgage financing facility. Financing activities in 2013 also included borrowings and repayments on our various international lines of credit of $72.9 million and $56.5 million, respectively.

Free cash flow for the years ended December 31, 2013 and 2012 was $308.4 million and $265.1 million, respectively.

The following table sets forth the components of free cash flow:

	Twelve Months Ended December 31,	
Free Cash Flow:	**2013**	**2012**
(In millions)		
Cash flow provided by operations	$ 315.1	$ 288.2
Less: Capital expenditures	(27.8)	(23.1)
Add: Non-recurring pension contribution	21.1	—
Free cash flow	$ 308.4	$ 265.1

Note: Free cash flow is non-GAAP financial measure provided by the Company as an additional indicator of liquidity. Capital expenditures are deducted from operating cash flow to determine free cash flow. Free cash flow is available to provide a source of funds for any of the Company's financing needs. During the quarter ended September 30, 2013, a non-recurring contribution was made to fund the Canadian EECOL pension plan. This contribution was required pursuant to the terms of the share purchase agreement by which the Company acquired EECOL in 2012. EECOL sellers fully funded this contribution by way of a direct reduction in the purchase price at the date of acquisition.

U.S. GAAP requires the contribution to be shown as a reduction of operating cash flow, however, it is added back to accurately reflect free cash flow.

Financing Availability

As of December 31, 2013, the Company had $605.6 million in total liquidity. Available borrowing capacity under our Revolving Credit Facility, which has a maturity date in August 2016, was $512.2 million, of which $265.7 million was the U.S. sub-facility borrowing limit and $246.5 million was the Canadian sub-facility borrowing limit. The remaining liquidity was provided by invested cash of $93.4 million. 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. For further discussion related to the Debentures, refer to Note 7 of our Notes to the Consolidated Financial Statements. 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 discussions refer to "Liquidity and Capital Resources."

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates, including those related to supplier programs, bad debts, inventories, insurance costs, goodwill, income taxes, contingencies and litigation. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. If actual market conditions are less favorable than those projected by management, additional adjustments to reserve items may be required. We believe the following critical accounting policies affect our judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

Revenues are recognized for product sales when title, ownership and risk of loss pass to the customer, or for services when the service is rendered. In the case of stock sales and special orders, a sale occurs at the time of shipment from our distribution point, as the terms of our sales are predominantly FOB shipping point. In cases where we process customer orders but ship directly from our suppliers, revenue is recognized once product is shipped and title has passed. In all cases, revenue is recognized once the sales price to our customer is fixed or is determinable and we have reasonable assurance as to the collectability.

In certain customer arrangements, we provide services such as inventory management. We may perform some or all of the following services for customers: determine inventory stocking levels; establish inventory reorder points; launch purchase orders; receive material; put away material; and pick material for order fulfillment. We recognize revenue for services rendered during the period based upon a previously negotiated fee arrangement. We also sell inventory to these customers and recognize revenue at the time title and risk of loss transfers to the customer.

Selling, General and Administrative Expenses

We include warehousing, purchasing, branch operations, information services, and marketing and selling expenses in this category, as well as other types of general and administrative costs.

Allowance for Doubtful Accounts

We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. We have a systematic procedure using estimates based on historical data and reasonable assumptions of collectibles made at the local branch level and on a consolidated corporate basis to calculate the allowance for doubtful accounts.

Excess and Obsolete Inventory

We write down our inventory to its net realizable value based on internal factors derived from historical analysis of actual losses. We identify items at risk of becoming obsolete, which are defined as excess of 36 months supply relative to demand or movement. We then analyze the ultimate disposition of previously identified excess inventory items, such as sold, returned to supplier, or scrapped. This item by item analysis allows us to develop an estimate of the likelihood that an item identified as being in excess supply ultimately becomes obsolete. We apply the estimate to inventory items currently in excess of 36 months supply, and reduce our inventory carrying value by the derived amount. We revisit and test our assumptions on a periodic basis. Historically, we have not had material changes to our assumptions and do not anticipate any material changes in the future.

Supplier Volume Rebates

We receive rebates from certain suppliers based on contractual arrangements with them. Since there is a lag between actual purchases and the rebates received from the suppliers, we must estimate and accrue the approximate amount of rebates available at a specific date. We record the amounts as other accounts receivable on the balance sheet. The corresponding rebate income is recorded as a reduction of cost of goods sold. The appropriate level of such income is derived from the level of actual purchases made by us from suppliers. Supplier volume rebate rates have historically ranged between approximately 0.8% and 1.4% of sales depending on market conditions. In 2013, the rebate rate was 1.4%.

Goodwill and Indefinite Life Intangible Assets

We test goodwill and indefinite life intangible assets for impairment annually during the fourth quarter using information available at the end of September, or more frequently when events or circumstances occur indicating that their carrying value may not be recoverable. We test for goodwill impairment on a reporting unit level. The evaluation of impairment involves comparing the current fair value of goodwill and indefinite life intangible assets to the recorded value. We estimate the fair value of goodwill using a combination of discounted cash flow analyses and market multiples. Assumptions used for these fair value techniques are based on a combination of historical results, current forecasts, market data and recent economic events. We evaluate the recoverability of indefinite life intangible assets using a discounted cash flow analysis based on projected financial information. The determination of fair value involves significant management judgment and we apply our best judgment when assessing the reasonableness of financial projections.

A possible indicator of goodwill impairment is the relationship of a company's market capitalization to its book value. As of December 31, 2013, our market capitalization exceeded our book value and there were no indications of impairment with any of the Company's reporting units.

The reported value of indefinite life trademarks totaled $101.9 million and $105.1 million at December 31, 2013 and 2012, respectively. One trademark valued at $16.6 million is most sensitive to a decline in financial performance. We are taking actions to improve our financial performance related to this business; however, we cannot predict whether or not there will be certain events that could adversely affect the reported value of this trademark.

Intangible Assets

We account for certain economic benefits purchased as a result of our acquisitions, including customer relations, distribution agreements, technology and trademarks, as intangible assets. Most trademarks have an indefinite life. We amortize all other intangible assets over a useful life determined by the expected cash flows produced by such intangibles and their respective tax benefits. Useful lives vary between 4 and 20 years, depending on the specific intangible asset.

Insurance Programs

We use commercial insurance for auto, workers' compensation, casualty and health claims as a risk sharing strategy to reduce our exposure to catastrophic losses. Our strategy involves large deductibles where we must pay all costs up to the deductible amount. We estimate our reserve based on historical incident rates and costs.

Income Taxes

We account for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities result from (i) temporary differences in the recognition of income and expense for financial and income tax reporting requirements, and (ii) differences between the recorded value of assets acquired in business combinations accounted for as purchases for financial reporting purposes and their corresponding tax bases. Deferred income tax assets are reduced by a valuation allowance if it is more-likely-than-not that some portion of the deferred income tax asset will not be realized. In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies, and results of recent operations.

We recognize the tax benefit from an uncertain tax position only if it is at least more-likely-than-not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position. The amount of the tax benefit that is recognized is measured as the largest amount of benefit that is more-likely-than-not to be realized upon effective settlement. We will adjust the tax benefit recognized with regard to an uncertain tax position if our judgment changes as the result of the evaluation of new information not previously available. Due to the subjectivity inherent in the evaluation of uncertain tax positions, the tax benefit ultimately recognized may materially differ from our estimate. We recognize interest related to uncertain tax benefits as part of interest expense. Penalties are recognized as part of income tax expense.

Convertible Debentures

We separately account for the liability and equity components of our convertible debentures in a manner that reflects our nonconvertible debt borrowing rate. We estimate our non-convertible debt borrowing rate through a combination of discussions with our financial institutions and review of relevant market data. The discounts to the convertible debenture balances are amortized to interest expense, using the effective interest method, over the implicit life of the debentures.

Stock-Based Compensation

Our stock-based employee compensation plans are comprised of stock options, stock-settled stock appreciation rights, restricted stock units, and performance-based awards. 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 performance-based awards are valued based upon a Monte Carlo simulation model. Expected volatilities are based on historical volatility of our common stock. We estimate the expected life of stock options and stock-settled stock appreciation rights using historical data pertaining to option exercises and employee terminations. The risk-free rate is based on the U.S. Treasury yields in effect at the time of grant. The forfeiture assumption is based on our historical employee behavior, which we review on an annual basis. Restricted stock units with vesting dependent upon service conditions are valued based on the market price on the grant date. No dividends are assumed for stock-based awards.

Results of Operations

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

Year Ended December 31,	2013	2012	2011
Net sales	100.0%	100.0%	100.0%
Cost of goods sold	79.4	79.8	79.8
Selling, general and administrative expenses	13.3	14.6	14.2
Depreciation and amortization	0.9	0.5	0.5
Income from operations	6.4	5.1	5.5
Interest expense	1.1	0.7	0.9
Loss on debt extinguishment	0.2	0.1	—
Income before income taxes	5.1	4.3	4.6
Provision for income taxes	1.4	1.2	1.4
Net income attributable to WESCO International, Inc.	3.7%	3.1%	3.2%

2013 Compared to 2012

Net Sales. Sales in 2013 increased 14.2% to $7,513.3 million, compared with $6,579.3 million in 2012. The increase in sales included a positive impact from acquisitions of 14.6% and a negative impact from foreign exchange of 0.4%. Additionally, management estimates a price impact on net sales of approximately 0.2%.

The following table sets forth normalized organic sales growth:

	Twelve Months Ended December 31,	
Normalized Organic Sales:	2013	2012
Change in net sales	14.2 %	7.4 %
Less: Impact from acquisitions	14.6 %	3.3 %
Less: Impact from foreign exchange rates	(0.4)%	(0.3)%
Less: Impact from number of workdays	— %	— %
Normalized organic sales growth	— %	4.4 %

Note: Normalized organic sales growth is a non-GAAP financial measure provided by the Company to provide a better understanding of the Company's sales growth trends. Normalized organic sales growth is calculated by deducting the percentage impact on net sales from acquisitions, foreign exchange rates and number of workdays from the overall percentage change in consolidated net sales.

Cost of Goods Sold. Cost of goods sold increased 13.7% in 2013 to $5,967.9 million, compared with $5,247.9 million in 2012. Cost of goods sold as a percentage of net sales was 79.4% and 79.8% in 2013 and 2012, respectively. The decrease in cost of goods sold percentage was due to the positive margin impact from the Company's EECOL, Conney and Trydor acquisitions.

Selling, General and Administrative ("SG&A") Expenses. SG&A expenses include costs associated with personnel, shipping and handling, travel, advertising, facilities, utilities and bad debts. SG&A expenses increased by $35.8 million, or 3.7%, to $996.8 million in 2013. The increase in SG&A expenses is primarily due to the EECOL, Conney and Trydor acquisitions. 2013 SG&A expenses include a $36.1 million favorable impact from the recognition of insurance coverage for a litigation-related charge recorded in 2012. Excluding the impact of this item in both periods, SG&A expenses were $1,032.9 million and $924.9 million, or 13.7% and 14.1% of sales, in 2013 and 2012, respectively.

SG&A payroll expenses for 2013 of $720.2 million increased by $58.6 million compared to 2012. The increase in SG&A payroll expense was primarily due to an increase in salary expense of $71.7 million, partially offset by a decrease in commissions, incentives and benefits of $13.6 million. The increase in payroll expense was primarily due to an increase in headcount, which is the result of the EECOL, Conney and Trydor acquisitions.

The remaining SG&A expenses for 2013 of $312.7 million increased by $49.4 million compared to 2012, primarily due to increased occupancy and transportation costs of $19.7 million and $13.9 million, respectively, related to recent acquisitions.

Depreciation and Amortization. Depreciation and amortization increased $30.1 million to $67.6 million in 2013, compared with $37.6 million in 2012. The increase in depreciation and amortization was primarily due to the impact from the acquisitions of EECOL, Conney and Trydor in 2012. Amortization of intangible assets of EECOL, Conney and Trydor totaled $26.7 million for 2013.

Income from Operations. Income from operations increased by $148.1 million to $481.0 million in 2013, compared to $332.9 million in 2012.

Interest Expense. Interest expense totaled $85.6 million in 2013, compared with $47.8 million in 2012, an increase of 79.2%. Non-cash interest expense, which includes convertible debt interest, interest related to uncertain tax positions, and the amortization of deferred financing fees, for 2013 and 2012 was $10.2 million and $1.5 million, respectively.

The following table sets forth the components of interest expense:

	Twelve Months Ended December 31,	
(In millions)	**2013**	**2012**
Amortization of convertible debt	$ 4.3	$ 2.3
Amortization of deferred financing fees	4.9	2.6
Interest related to uncertain tax provisions	1.0	(3.4)
Non-Cash Interest Expense	10.2	1.5
Cash Interest Expense	75.4	46.3
	$ 85.6	$ 47.8

Loss on Debt Extinguishment. In 2013 the Company incurred a loss on debt extinguishment of $13.2 million in connection with the repayment of $500 million of the Company's term loan. In 2012, a loss on debt extinguishment of $3.5 million was incurred due to the redemption of the 2017 Notes.

Loss on Sale of Argentina Business. The Company recorded a loss in 2013 of $2.3 million resulting from the sale and complete divestiture of its EECOL Electric Argentina operations. EECOL Electric Argentina was acquired in 2012 as part of the EECOL Electric acquisition.

Income Taxes. Our effective income tax rate decreased to 27.2% in 2013, compared with 28.4% in 2012, primarily as a result of recording the tax benefit associated with certain foreign tax credits. Our effective tax rate is affected by the relative amounts of income earned in the United States and foreign jurisdictions and the related tax rate differentials on that income.

Net Income. Net income increased by $74.8 million, or 37.1%, to $276.4 million in 2013, compared to $201.8 million in 2012.

Net Income (Loss) attributable to noncontrolling interest. Net income attributable to noncontrolling interest was $0.1 million in 2013. Net loss attributable to noncontrolling interest totaled less than $0.1 million in 2012.

Net Income attributable to WESCO International, Inc. Net income and diluted earnings per share attributable to WESCO International, Inc. on a consolidated basis totaled $276.4 million and $5.25 per share, respectively, in 2013, compared with $201.8 million and $3.95 per share, respectively, in 2012.

2012 Compared to 2011

Net Sales. Sales in 2012 increased 7.4% to $6,579.3 million, compared with $6,125.7 million in 2011. Sales were positively impacted by execution of our growth initiatives and recent acquisitions. The increase in sales included a positive impact from acquisitions of 3.3% and a negative impact from foreign exchange of 0.3%. Additionally, management estimates the price impact on net sales was approximately 1.0%.

The following table sets forth normalized organic sales growth:

	Twelve Months Ended December 31,	
Normalized Organic Sales:	**2012**	**2011**
Change in net sales	7.4 %	21.0%
Less: Impact from acquisitions	3.3 %	6.8%
Less: Impact from foreign exchange rates	(0.3)%	0.8%
Less: Impact from number of workdays	— %	—%
Normalized organic sales growth	4.4 %	13.4%

Cost of Goods Sold. Cost of goods sold increased 7.3% in 2012 to $5,247.9 million, compared with $4,889.1 million in 2011. Cost of goods sold as a percentage of net sales was 79.8% in both 2012 and 2011.

Selling, General and Administrative Expenses. SG&A expenses include costs associated with personnel, shipping and handling, travel, advertising, facilities, utilities and bad debts. SG&A expenses increased by $89.0 million, or 10.2%, to $961.0 million in 2012. The increase in SG&A expenses is primarily due to the $36.1 million 2012 fourth quarter charge related to the ArcelorMittal jury verdict. Additionally, SG&A expenses increased due to the impact from recent acquisitions of $29.7 million and compensation expenses related to the growth in sales. As a percentage of net sales, SG&A expenses increased to 14.6% of sales, compared with 14.2% in 2011.

SG&A payroll expenses for 2012 of $661.6 million increased by $52.7 million compared to 2011. The increase in SG&A payroll expense was primarily due to an increase in salary expense of $40.8 million and an increase in benefits of $15.5 million. These increases are primarily due to an increase in headcount, which is the result of both recent acquisitions and organic growth initiatives. Temporary labor costs and other SG&A payroll related costs each decreased $2.0 million.

The remaining SG&A expenses for 2012 of $263.3 million increased by $0.2 million compared to 2011.

Depreciation and Amortization. Depreciation and amortization increased $6.0 million to $37.6 million in 2012, compared with $31.6 million in 2011. The increase in depreciation and amortization was primarily due to the impact from recent acquisitions of $4.6 million.

Income from Operations. Income from operations decreased by $0.1 million to $332.9 million in 2012, compared to $333.0 million in 2011.

Interest Expense. Interest expense totaled $47.8 million in 2012, compared with $53.6 million in 2011, a decrease of 10.9%. Non-cash interest expense, which includes convertible debt interest, interest related to uncertain tax positions, and the amortization of deferred financing fees, for 2012 and 2011 was $1.5 million and $8.8 million, respectively.

The following table sets forth the components of interest expense:

	Twelve Months Ended December 31,	
	2012	2011
(In millions)		
Amortization of convertible debt	$ 2.3	$ 2.5
Amortization of deferred financing fees	2.6	4.4
Interest related to uncertain tax provisions	(3.4)	1.9
Non-Cash Interest Expense	1.5	8.8
Cash Interest Expense	46.3	44.8
	$ 47.8	$ 53.6

Loss on Debt Extinguishment. In 2012, a loss on debt extinguishment of $3.5 million was incurred due to the redemption of the 2017 Notes.

Income Taxes. Our effective income tax rate decreased to 28.4% in 2012, compared with 29.8% in 2011, primarily as a result of the increase in taxable income outside the United States that is taxed at a lower rate. Our effective tax rate is affected by the relative amounts of income earned in the United States and foreign jurisdictions and the related tax rate differentials on that income.

Net Income. Net income increased by $5.5 million, or 2.8%, to $201.8 million in 2012, compared to $196.2 million in 2011.

Net Loss attributable to noncontrolling interest. Net loss attributable to noncontrolling interest totaled less than $0.1 million in 2012 and 2011.

Net Income attributable to WESCO International, Inc. Net income and diluted earnings per share attributable to WESCO International, Inc. on a consolidated basis totaled $201.8 million and $3.95 per share, respectively, in 2012, compared with $196.3 million and $3.96 per share, respectively, in 2011.

Liquidity and Capital Resources

Total assets were $4.6 billion at December 31, 2013 and 2012. Total liabilities at December 31, 2013 compared to December 31, 2012 decreased by $223.6 million to $2.9 billion. The decrease in total liabilities was primarily due to a decrease in long-term debt of $247.8 million. Stockholders' equity increased by 13.6% to $1.8 billion at December 31, 2013, compared with $1.6 billion at December 31, 2012, primarily as a result of net earnings of $276.4 million.

The following table sets forth our outstanding indebtedness:

As of December 31,	2013	2012
(In thousands)		
Term Loan Facility, less debt discount of $3,934 and $9,936 in 2013 and 2012, respectively	$ 296,295	$ 840,827
Senior Notes due 2021	500,000	—
Mortgage financing facility	—	26,414
Accounts Receivable Securitization Facility	453,600	445,000
Revolving Credit Facility	22,558	218,295
International lines of credit	37,551	30,136
6.0% Convertible Senior Debentures due 2029, less debt discount of $170,752 and $173,708 in 2013 and 2012, respectively	174,149	171,213
Capital leases	3,505	3,220
Other notes	37	67
Total debt	1,487,695	1,735,172
Less current and short-term portion	(40,061)	(39,759)
Total long-term debt	$ 1,447,634	$ 1,695,413

The required annual principal repayments for all indebtedness for the next five years and thereafter, as of December 31, 2013 is set forth in the following table:

(In thousands)		
2014	$	40,061
2015		2,237
2016		478,259
2017		1,871
2018		1,691
Thereafter		1,138,262
Total payments on debt		1,662,381
Debt discount on convertible debentures and term loan facility		(174,686)
Total debt	$	1,487,695

Our liquidity needs generally arise from fluctuations in our working capital requirements, capital expenditures, acquisitions and debt service obligations. As of December 31, 2013, we had $512.2 million in available borrowing capacity under our Revolving Credit Facility, which combined with invested cash of $93.4 million provided liquidity of $605.6 million. Invested cash included in our determination of liquidity represents cash deposited in interest bearing accounts. We believe cash provided by operations and financing activities will be adequate to cover our current operational and business needs.

We communicate on a regular basis with our lenders regarding our financial and working capital performance and liquidity position. We are in compliance with all covenants and restrictions contained in our debt agreements as of December 31, 2013.

Our financial leverage ratio as of December 31, 2013 and December 31, 2012 was 3.2 and 4.7, respectively.

The following table sets forth the Company's financial leverage ratio as of December 31, 2013 and December 31, 2012:

Twelve months ended December 31,		**2013**		**2012**
(Dollar amounts in millions)				
Income from operations	$	481.0	$	332.8
Adjust for ArcelorMittal litigation (recovery) charge		(36.1)		36.1
Depreciation and amortization		67.6		37.6
Adjusted EBITDA	$	512.5	$	406.5

		December 31, 2013		**December 31, 2012**
Current debt	$	40.1	$	39.8
Long-term debt		1,447.6		1,695.4
Debt discount related to convertible debentures and term loan(1)		174.7		183.6
Total debt including debt discount	$	1,662.4	$	1,918.8
Less: Cash and cash equivalents		123.7		86.1
Total debt including debt discount, net of cash		1,538.7		1,832.7
Financial leverage ratio based on total debt		3.2		4.7
Financial leverage ratio based on total debt, net of cash		3.0		4.5

Note: Financial leverage is a non-GAAP financial measure provided by the Company as an indicator of capital structure position. Financial leverage ratio based on total debt is calculated by dividing total debt, including debt discount, by Adjusted EBITDA. Financial leverage ratio based on total debt, net of cash, is calculated by dividing total debt, including debt discount, net of cash, by Adjusted EBITDA. Adjusted EBITDA is defined as the trailing twelve months earnings before interest, taxes, depreciation and amortization, excluding the ArcelorMittal litigation charge. Financial leverage ratio based on total net debt is calculated by dividing total debt, including debt discount less cash and cash equivalents, by Adjusted EBITDA.

(1)The convertible debentures and term loan are presented in the consolidated balance sheets in long-term debt net of the unamortized discount.

At December 31, 2013, we had cash and cash equivalents totaling $123.7 million, of which $97.9 million was held by foreign subsidiaries. Included in cash held by foreign subsidiaries is approximately $31.5 million, which was obtained in connection with the acquisition of EECOL on December 14, 2012. This amount is expected to be returned to the sellers in the first half of 2014 and is fully accrued at December 31, 2013. The cash held by some of our foreign subsidiaries could be subject to additional U.S. income taxes if repatriated. We believe that we are able to maintain a sufficient level of liquidity for our domestic operations and commitments without repatriation of the cash held by these foreign subsidiaries.

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 and acquisitions. Our near term focus will be managing our working capital as we experience sales growth and maintaining ample liquidity and credit availability. We anticipate capital expenditures in 2014 to be at levels similar to 2013. 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.

We finance our operating and investing needs as follows:

Term Loan Facility

On December 12, 2012, WESCO Distribution, as U.S. borrower, WDCC (WDCC and together with WESCO Distribution, the “Borrowers”), as Canadian borrower, and WESCO International entered into a Term Loan Agreement (the “Term Loan Agreement”) among WESCO Distribution, WDCC, the Company, the lenders party thereto and Credit Suisse AG Cayman Islands Branch, as administrative agent and as collateral agent.

The Term Loan Agreement provided a seven-year term loan facility (the “Term Loan Facility”), which consisted of two separate sub-facilities: (i) a Canadian sub-facility in an aggregate principal amount of CAD $150 million, issued at a 2.0% discount and (ii) a U.S. sub-facility in an aggregate principal amount of US $700 million, issued at a 1.0% discount. The proceeds of the Term Loan Facility were used to finance the acquisition of EECOL, to pay fees and expenses incurred in connection with the acquisition and certain other transactions. Subject to the terms of the Term Loan Agreement, the Borrowers may request incremental term loans from time to time in an aggregate principal amount not to exceed at any time US $300 million, with an equivalent principal amount in U.S. Dollars being calculated for any incremental term loan denominated in Canadian Dollars.

On November 19, 2013, the Borrowers and WESCO International entered into an amendment (the “Term Loan Amendment”) to the Term Loan Agreement. The Term Loan Amendment, among other things, reduced the applicable margin on U.S. term loans by 0.50% and the LIBOR floor applicable to the U.S. sub-facility from 1.00% to 0.75%. The modified pricing terms were effective December 13, 2013.

On November 26, 2013, WESCO Distribution sold $500 million aggregate principal amount of 5.375% Senior Notes due 2021 (the “2021 Notes”), and used the net proceeds plus excess cash to prepay $500 million under the Company's U.S. sub-facility of the Term Loan Facility (see discussion below under “5.375% Senior Notes due 2021” for additional information). The prepayment satisfied all remaining quarterly repayment obligations under the U.S. sub-facility. As a result, the Company recorded a non-cash pre-tax loss on debt extinguishment of $13.2 million in the fourth quarter of 2013. WESCO will amortize the remaining debt discount and financing costs over the life of the instrument. Non-cash interest expense of $2.2 million and $0.1 million was recorded for the years ended December 31, 2013 and 2012, respectively.

Borrowings under the Term Loan Facility bear interest at base rates plus applicable margins. At December 31, 2013, the interest rates on borrowings under the Canadian sub-facility and U.S. sub-facility were approximately 5.3% and 3.75%, respectively. At December 31, 2012, the interest rates on borrowings under the Canadian sub-facility and U.S. sub-facility were approximately 5.2% and 4.5%, respectively. The Canadian Borrower will pay quarterly installments of principal equal to 0.25% of the original principal amount of its term loan sub-facility, plus accrued and unpaid interest. To the extent not previously paid, the term loans will become due and payable on December 12, 2019, with any unpaid incremental term loans becoming due and payable on the respective maturity dates applicable to those incremental term loans. Other than in certain circumstances prior to June 13, 2014, at any time or from time to time, the Borrowers may prepay borrowings under the Term Loan Facility in whole or in part without premium or penalty. The Borrowers' obligations under the Term Loan Facility are secured by substantially all of the assets of the Borrowers, the Company and certain of the Company's other subsidiaries; provided that, with respect to borrowings under the U.S. sub-facility, the collateral does not include assets of certain foreign subsidiaries or more than 65% of the issued and outstanding equity interests in certain foreign subsidiaries.

The Term Loan Facility contains customary affirmative and negative covenants for credit facilities of this type. The Term Loan Facility also provides for customary events of default.

5.375% Senior Notes due 2021

In November 2013, WESCO Distribution issued $500 million aggregate principal amount of 2021 Notes through a private offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The 2021 Notes were issued at 100% of par and are governed by an indenture (the "Indenture") entered into on November 26, 2013 with WESCO International and U.S. Bank National Association, as trustee. The 2021 Notes are unsecured senior obligations of WESCO Distribution and are guaranteed on a senior unsecured basis by WESCO International. The 2021 Notes bear interest at a stated rate of 5.375%, payable semi-annually in arrears on June 15 and December 15 of each year, with the first interest payment occurring on June 15, 2014. In addition, WESCO recorded deferred financing fees related to the issuance of the 2021 Notes totaling $8.2 million which will be amortized over the life of the notes. The 2021 Notes mature on December 15, 2021. The net proceeds of the 2021 Notes were used to prepay a portion of the U.S. Term Loan sub-facility.

At any time on or after December 15, 2016, WESCO Distribution may redeem all or a part of the 2021 Notes. On and after December 15, 2019, WESCO Distribution may redeem all or a part of the 2021 Notes at a redemption price equal to 100% of the principal amount.

The Indenture governing the 2021 Notes contains customary covenants and customary events of default. In addition, upon a change of control, the holders of 2021 Notes have the right to require WESCO Distribution to repurchase all or any part of the 2021 Notes at a redemption price equal to 101% of the principal amount, plus accrued and unpaid interest.

Mortgage Financing Facility

In 2003, WESCO finalized a mortgage financing facility of $51 million. This facility was extinguished with repayments of $26.4 million in the first quarter of 2013. The interest rate on borrowings under this facility was fixed at 6.5%.

Accounts Receivable Securitization Facility

On September 20, 2013, WESCO Distribution and its subsidiary WESCO Receivables Corp. entered into an amendment (the "Amendment") of the Third Amended and Restated Receivables Purchase Agreement (the "Receivables Facility"). The Amendment increased the purchase limit under the Receivables Facility from $475 million to $500 million, with the opportunity to exercise an accordion feature which permits increases in the purchase limit of up to an additional $100 million, extended the term of the Receivables Facility to September 20, 2016, and added and amended certain defined terms. The Amendment also reduced the interest rate spread and commitment fee from 1.10% to 0.95% and from 0.55% to 0.45%, respectively. Substantially all other provisions of the Receivables Facility remained unchanged.

Under the Receivables Facility, WESCO sells, 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 financial institutions for cash while maintaining a subordinated undivided interest in the receivables, in the form of overcollateralization. WESCO 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.

As of December 31, 2013 and 2012, accounts receivable eligible for securitization totaled approximately $586.4 million and $601.1 million, respectively. The consolidated balance sheets as of December 31, 2013 and 2012 include $453.6 million and $445.0 million, respectively, of account receivable balances legally sold to third parties, as well as borrowings for equal amounts. At December 31, 2013 and 2012, the interest rate on borrowings under this facility was approximately 1.2% and 1.4%, respectively.

Revolving Credit Facility

The revolving credit facility (the "Revolving Credit Facility") was entered into pursuant to the terms and conditions of an Amended and Restated Credit Agreement, dated as of December 12, 2012 (the "Credit Agreement"), among WESCO Distribution, the other US Borrowers party thereto, WESCO Distribution Canada LP ("WESCO Canada") and WDCC, as Canadian Borrowers, the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent. Subsequent to the acquisition of EECOL on December 14, 2012, EECOL was added as a Canadian Borrower. On November 19, 2013, WESCO Distribution and certain other subsidiaries of the Company entered into a First Amendment to Amended and Restated Credit Agreement and Waiver (the "First Amendment"). The First Amendment, among other things, revised certain covenants and financial statement covenant calculations in the Credit Agreement. The Revolving Credit Facility contains an accordion feature allowing WESCO Distribution to request increases to the borrowing commitments under the Credit Facility of up to US $100 million in the aggregate.

The Revolving Credit Facility matures in August 2016 and consists of two separate sub-facilities: (i) a Canadian sub-facility with a borrowing limit of up to US $400 million, which is collateralized by substantially all assets of WESCO Canada, WDCC and EECOL, and (ii) a U.S. sub-facility with a borrowing limit of up to US $600 million less the amount of outstanding borrowings under the Canadian sub-facility. The U.S. sub-facility is collateralized by substantially all assets of WESCO Distribution and its U.S. subsidiaries other than real property and accounts receivable sold or intended to be sold pursuant to the Receivables Facility. Availability under the Revolving Credit Facility is based upon the amount of eligible inventory and receivables applied against certain advance rates. The applicable interest rate for borrowings under the Revolving Credit Facility includes interest rate spreads based on available borrowing capacity that range between 1.50% and 2.00% for LIBOR and CDOR-based borrowings and 0.50% and 1.00% for prime rate-based borrowings. The otherwise applicable interest rate is reduced by 0.25% if the Company's leverage ratio falls below a ratio of 2.5 to 1.0. At December 31, 2013, the interest rate on borrowings under this facility was approximately 3.5%.

The Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type. Subject to the terms of the Credit Agreement, the Company is permitted to pay dividends, repurchase common stock or repurchase indebtedness without limitation so long as pro forma combined availability under the Revolving Credit Facility and the Receivables Facility exceeds US $163.8 million and the adjusted fixed charge ratio is not less than a ratio of 1.1 to 1.0.

During 2013, WESCO borrowed $833.5 million in the aggregate under the Revolving Credit Facility and made repayments in the aggregate amount of $1,026.7 million. During 2012, aggregate borrowings and repayments were $814.1 million and $632.9 million, respectively. WESCO had $512.2 million available under the Revolving Credit facility at December 31, 2013, after giving effect to outstanding letters and international lines of credit, as compared to approximately $270.9 million at December 31, 2012.

7.50% Senior Subordinated Notes due 2017

On December 10, 2012, WESCO International announced that WESCO Distribution would redeem all of its outstanding 2017 Notes on January 9, 2013 (the “Redemption Date”) at a redemption price equal to 101.25% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the Redemption Date, for a total of $1,030 per $1,000 principal amount of 2017 Notes. The aggregate principal amount of 2017 Notes outstanding was $150.0 million. On December 11, 2012, in accordance with the terms of the Indenture, dated as of September 27, 2005, among WESCO Distribution, WESCO International and The Bank of New York Mellon, as trustee (the “Trustee”), WESCO Distribution irrevocably deposited with the Trustee funds sufficient to pay principal and interest of all outstanding 2017 Notes on the Redemption Date. As a result, the Indenture was satisfied and discharged.

International Lines of Credit

Certain foreign subsidiaries of WESCO have entered into uncommitted lines of credit, which serve as overdraft facilities, to support local operations. The maximum borrowing limit varies by facility and ranges between US $1.0 million and US $15.0 million. The applicable interest rate for borrowings under these lines of credit varies by country and is governed by the applicable loan agreement. The international lines of credit are renewable on an annual basis and certain facilities are fully and unconditionally guaranteed by WESCO Distribution. Accordingly, these lines directly reduce availability under the Revolving Credit Facility.

1.75% Convertible Senior Debentures due 2026

Proceeds of $300 million were received in connection with the issuance of the 2026 Debentures by WESCO International in November 2006. On August 27, 2009, WESCO International completed an exchange offer pursuant to which it issued $345 million in aggregate principal amount of 2029 Debentures in exchange for approximately $299.7 million and $57.7 million in aggregate principal amounts of its outstanding 2026 Debentures and 2025 Debentures, respectively (see the 6.0% Convertible Senior Debentures due 2029 discussion below for additional information). On November 30, 2011, WESCO International announced that it would redeem all of its 2026 Debentures on January 3, 2012. WESCO International redeemed the remaining $0.1 million aggregate principal amount of outstanding 2026 Debentures at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest. Following the redemption on January 3, 2012, there were no 2026 Debentures outstanding.

6.0% Convertible Senior Debentures due 2029

On August 27, 2009, WESCO International completed an exchange offer pursuant to which it issued $345 million in aggregate principal amount of 2029 Debentures in exchange for approximately $299.7 million and $57.7 million in 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.

WESCO utilized an interest rate of 13.875% to reflect the non-convertible debt borrowing rate of its offering upon issuance, which was determined based on discussions with its financial institutions and a review of relevant market data, and resulted in a $181.2 million discount to the 2029 Debenture balance and a net increase in additional capital of $106.5 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 and financing costs over the life of the instrument. Non-cash interest expense of $10.2 million and $1.5 million was recorded for the years ended December 31, 2013 and 2012, respectively. The debt discount amortization will approximate $3.4 million in 2014, $3.9 million in 2015, $4.5 million in 2016, $5.1 million in 2017, and $5.8 million in 2018.

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. Beginning with the six-month period commencing September 15, 2016, WESCO International will also pay contingent interest 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 2029 Debentures. During any six-month 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 ending on the second trading day 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 December 31, 2013 or 2012.

The 2029 Debentures are convertible into cash, and in certain circumstances, shares of WESCO International's common stock, $0.01 par value, 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.

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

	December 31, 2013			December 31, 2012		
	Principal Balance	Discount	Net Carrying Amount	Principal Balance	Discount	Net Carrying Amount
(In thousands)						
2029 Convertible Debentures	344,901	(170,752)	174,149	344,921	(173,708)	171,213

Covenant Compliance

We were in compliance with all relevant covenants contained in our debt agreements as of December 31, 2013.

Cash Flow

An analysis of cash flows for 2013 and 2012 follows:

Operating Activities. Cash provided by operating activities for 2013 totaled $315.1 million, compared with $288.2 million of cash generated in 2012. Cash provided by operating activities included net income of $276.5 million and adjustments to net income totaling $122.1 million. Others sources of cash in 2013 were generated from an increase in accounts payable of $37.8 million. Primary uses of cash in 2013 included a $43.0 million increase in other accounts receivable, a $30.5 million increase in trade receivables, a $19.2 million decrease in accrued payroll and benefit costs, an $19.2 million increase in prepaid expenses and other noncurrent assets, and $9.3 million for the increase in inventory. In 2012, primary sources of cash were net income of $201.8 million and adjustments to net income totaling $61.6 million. Others sources of cash in 2012 were generated from a decrease in trade receivables of $58.2 million, $25.0 million for the increase in other current and noncurrent liabilities and a decrease in prepaid expenses and other current assets of $19.6 million. Primary uses of cash in 2012 included $29.3 million for the increase in inventory, $24.3 million for the decrease in payables and $21.8 million for the increase in other accounts receivable.

Investing Activities. Net cash used by investing activities in 2013 was $18.2 million, compared with $1,311.0 million of net cash used in 2012. Capital expenditures were $27.8 million and $23.1 million in 2013 and 2012, respectively. Proceeds from the sale of assets were $10.8 million and $1.6 million in 2013 and 2012, respectively. During 2012, payments of $1,289.5 million were made for the acquisition of the businesses of EECOL, RS, Trydor and Conney.

Financing Activities. Net cash used by financing activities in 2013 was $257.5 million, compared with $1,044.0 million of net cash provided in 2012. During 2013 financing activities consisted of borrowings and repayments of $833.5 million and $1,026.7 million, respectively, related to our Revolving Credit Facility, borrowings and repayments of $96.5 million and $87.9 million, respectively, related to our Receivables Facility, repayments of $541.2 million related to our Term Loan Facility, borrowings of $500.0 million related to our recently issued 2021 Notes, and repayments of $26.4 million which extinguished our mortgage financing facility. Financing activities in 2013 also included borrowings and repayments on our various international lines of credit of $72.9 million and $58.3 million, respectively. During 2012, financing activities consisted of borrowings and repayments of $787.0 million and $605.7 million, respectively, related to our Revolving Credit Facility, borrowings and repayments of $672.1 million and $477.1 million, respectively, related to our Receivables Facility, borrowings of $840.8 related to the Term Loan Facility, and repayments of $150.0 related to early redemption of all the outstanding 2017 Notes.

Contractual Cash Obligations and Other Commercial Commitments

The following summarizes our contractual obligations, including interest, at December 31, 2013 and the effect such obligations are expected to have on liquidity and cash flow in future periods.

(In millions)	2014	2015 to 2016	2017 to 2018	2019 - After	Total
Contractual cash obligations (including interest):					
Debt, excluding debt discount	$ 40.1	$ 480.5	$ 3.6	$ 1,138.3	$ 1,662.5
Interest on indebtedness[1]	68.4	131.7	121.7	313.3	635.1
Non-cancelable operating leases	55.9	92.2	60.9	63.7	272.7
Total contractual cash obligations	$ 164.4	$ 704.4	$ 186.2	$ 1,515.3	$ 2,570.3

(1) Interest on the variable rate debt was calculated using the rates and balances outstanding at December 31, 2013.

Purchase orders for inventory requirements and service contracts are not included in the table above. Generally, our purchase orders and contracts contain clauses allowing for cancellation. We do not have significant agreements to purchase material or goods that would specify minimum order quantities. Also, we do not consider obligations to taxing authorities for uncertain tax benefits to be contractual obligations requiring disclosure due to the uncertainty surrounding the ultimate settlement and timing of these obligations. As such, we have not included $34.1 million of such estimated liability in the table above.

Inflation

The rate of inflation, as measured by changes in the producer price index, affects different commodities, the cost of products purchased and ultimately the pricing of our different products and product classes to our customers. Our pricing related to inflation did not have a material impact on our sales revenue for the year ended December 31, 2013. Historically, price changes from suppliers have been consistent with inflation and have not had a material impact on the results of operations.

Seasonality

Our operating results are not significantly affected by seasonal factors. Sales during the first quarter are affected by a reduced level of activity. Sales during the second, third and fourth quarters are generally 4-6% higher than the first quarter. Sales typically increase beginning in March, with slight fluctuations per month through October. During periods of economic expansion or contraction our sales by quarter have varied significantly from this pattern.

Impact of Recently Issued Accounting Standards

See Note 2 of our Notes to the Consolidated Financial Statements for information regarding the effect of new accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risks.

Foreign Currency Risks

Approximately 70% of our sales are denominated in U.S. dollars and are primarily from customers in the United States. As a result, currency fluctuations are currently not material to our operating results. We do have foreign subsidiaries located in North America, South America, Europe, Africa, Asia and Australia and may establish additional foreign subsidiaries in the future. Accordingly, we may derive a larger portion of our sales from international operations, and a portion of these sales may be denominated in foreign currencies. As a result, our future operating results could become subject to fluctuations in the exchange rates of those currencies in relation to the U.S. dollar. Furthermore, to the extent that we engage in international sales denominated in U.S. dollars, an increase in the value of the U.S. dollar relative to foreign currencies could make our products less competitive in international markets. We have monitored and will continue to monitor our exposure to currency fluctuations.

Interest Rate Risk

Fixed Rate Borrowings: Approximately 51% of our debt portfolio is comprised of fixed rate debt. At various times, we have refinanced our debt to mitigate the impact of interest rate fluctuations. As the 2021 Notes and 2029 Debentures were issued at fixed rates, interest expense would not be impacted by interest rate fluctuations, although market value would be. The aggregate fair value of the 2021 Notes and 2029 Debentures was $505.6 million and $1,124.3 million, respectively, at December 31, 2013. Interest expense on our other fixed rate debt also would not be impacted by changes in market interest rates. For this fixed rate debt, fair value approximated carrying value at December 31, 2013 (see Note 7 to the Consolidated Financial Statements).

Floating Rate Borrowings: The Company's variable rate borrowings at December 31, 2013 were comprised of the amounts outstanding under the Term Loan Facility, Receivables Facility and Revolving Credit Facility. The fair value of these debt instruments at December 31, 2013 approximated carrying value, which totaled $776.4 million. We entered into the Term Loan Facility on December 12, 2012 and the proceeds were primarily used to finance the acquisition of EECOL. Borrowings under the U.S. and Canadian sub-facilities of the Term Loan Facility bear interest at 0.75% and 1.0%, respectively, or, if greater, the applicable LIBOR (London Interbank Offered Rate) / CDOR (Canadian Dealer Offered Rate) or base rates plus applicable margins and therefore are subject to fluctuations in interest rates. We borrow under our Revolving Credit Facility and Receivables Facility for general corporate purposes, including working capital requirements and capital expenditures. Borrowings under our Revolving Credit Facility bear interest at base rates plus applicable margins, whereas, borrowings under the Receivables Facility bear interest at the 30 day LIBOR plus applicable margins. A 100 basis point increase or decrease in interest rates would not have a significant impact on future earnings under our current capital structure.

Item 8. Financial Statements and Supplementary Data.

The information required by this item is set forth in our Consolidated Financial Statements contained in this Annual Report on Form 10-K. Specific financial statements can be found at the pages listed below:

WESCO International, Inc.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of WESCO International, Inc.:

In our opinion, the consolidated balance sheets and the related consolidated statements of comprehensive income, stockholders' equity and cash flows present fairly, in all material respects, the financial position of WESCO International, Inc. and its subsidiaries at December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2013 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15 (a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on criteria established in *Internal Control - Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania

February 21, 2014

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	December 31, 2013	December 31, 2012
	(Dollars in thousands, except share data)	
Assets		
Current Assets:		
Cash and cash equivalents	$ 123,725	$ 86,099
Trade accounts receivable, net of allowance for doubtful accounts of $19,309 and $17,242 in 2013 and 2012, respectively	1,045,054	1,036,235
Other accounts receivable	130,043	89,801
Inventories, net	787,324	793,974
Current deferred income taxes (Note 9)	44,691	42,151
Income taxes receivable	18,426	8,849
Prepaid expenses and other current assets	49,278	44,728
Total current assets	2,198,541	2,101,837
Property, buildings and equipment, net (Note 6)	198,654	210,723
Intangible assets, net (Note 3)	439,167	496,761
Goodwill (Note 3)	1,734,391	1,777,797
Deferred income taxes (Note 9)	1,733	1,342
Other assets	44,622	41,169
Total assets	$ 4,617,108	$ 4,629,629
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 735,097	$ 706,580
Accrued payroll and benefit costs (Note 11)	56,548	86,375
Short-term debt (Note 7)	37,551	30,136
Current portion of long-term debt (Note 7)	2,510	9,623
Bank overdrafts	37,718	39,641
Current deferred income taxes (Note 9)	175	1,018
Other current liabilities	174,990	134,622
Total current liabilities	1,044,589	1,007,995
Long-term debt, net of discount of $174,686 and $183,644 in 2013 and 2012, respectively (Note 7)	1,447,634	1,695,413
Deferred income taxes (Note 9)	316,623	300,470
Other noncurrent liabilities	43,471	72,060
Total liabilities	$ 2,852,317	$ 3,075,938
Commitments and contingencies (Note 13)		
Stockholders' Equity:		
Preferred stock, $.01 par value; 20,000,000 shares authorized, no shares issued or outstanding (Note 8)	—	—
Common stock, $.01 par value; 210,000,000 shares authorized, 58,107,304 and 57,824,548 shares issued and 44,267,460 and 44,061,451 shares outstanding in 2013 and 2012, respectively (Note 8)	581	579
Class B nonvoting convertible common stock, $.01 par value; 20,000,000 shares authorized, 4,339,431 issued and no shares outstanding in 2013 and 2012, respectively	43	43
Additional capital (Note 8)	1,082,772	1,065,550
Retained earnings	1,368,386	1,092,719
Treasury stock, at cost; 18,179,275 and 18,102,528 shares in 2013 and 2012, respectively	(610,430)	(604,050)
Accumulated other comprehensive income	(76,543)	(1,044)
Total WESCO International stockholders' equity	1,764,809	1,553,797
Noncontrolling interest	(18)	(106)
Total stockholders' equity	1,764,791	1,553,691
Total liabilities and stockholders' equity	$ 4,617,108	$ 4,629,629

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended December 31,		
	2013	2012	2011
	(In thousands, except per share data)		
Net sales	$ 7,513,342	$ 6,579,301	$ 6,125,718
Cost of goods sold (excluding depreciation and amortization below)	5,967,892	5,247,855	4,889,149
Selling, general and administrative expenses	996,810	961,014	871,983
Depreciation and amortization	67,642	37,561	31,607
Income from operations	480,998	332,871	332,979
Interest expense, net	85,607	47,762	53,603
Loss on debt extinguishment (Note 7)	13,225	3,470	—
Loss on sale of Argentina business	2,315	—	—
Income before income taxes	379,851	281,639	279,376
Provision for income taxes (Note 9)	103,333	79,880	83,136
Net income	276,518	201,759	196,240
Less: Net income (loss) attributable to noncontrolling interest	88	(18)	(11)
Net income attributable to WESCO International, Inc.	$ 276,430	$ 201,777	$ 196,251
Comprehensive Income:			
Foreign currency translation adjustment	(83,172)	(9,013)	(12,576)
Post retirement benefit plan adjustments (Note 11)	7,673	—	—
Comprehensive income attributable to WESCO International, Inc.	$ 200,931	$ 192,764	$ 183,675
Earnings per share attributable to WESCO International, Inc. (Note 10)			
Basic	$ 6.26	$ 4.62	$ 4.54
Diluted	$ 5.25	$ 3.95	$ 3.96

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Dollars in thousands)	Common Stock Amount	Common Stock Shares	Class B Common Stock Amount	Class B Common Stock Shares	Additional Capital	Retained Earnings (Deficit)	Treasury Stock Amount	Treasury Stock Shares	Noncontrolling Interest	Accumulated Other Comprehensive Income (Loss)
Balance, December 31, 2010	$ 566	56,576,250	$ 43	4,339,431	$1,018,683	$ 697,676	$(591,007)	(17,905,740)	$ —	$ 22,633
Exercise of stock options, including tax benefit of $5,365, and vesting of restricted stock units, net of taxes	6	531,121			5,783		(7,838)	(146,614)		
Stock-based compensation expense					15,407					
Conversion of 2029 debentures	—	589			(5)					
Issuance of treasury stock					(582)		957	28,994		
Tax withholding related to vesting of restricted stock units and retirement of common stock	(1)	(86,437)			(2,419)	(2,138)	4,559	86,437		
Noncontrolling interest									(77)	
Net income						196,251			(11)	
Translation adjustment										(12,576)
Balance, December 31, 2011	$ 571	57,021,523	$ 43	4,339,431	$1,036,867	$ 891,789	$(593,329)	(17,936,923)	$ (88)	$ 10,057
Exercise of stock options, including tax benefit of $11,139	8	829,401			14,310		(12,277)	(192,669)		
Stock-based compensation expense					15,088					
Conversion of 2029 debentures		688			(5)					
Tax withholding related to vesting of restricted stock units and retirement of common stock	—	(27,064)			(710)	(847)	1,556	27,064		
Noncontrolling interest									(18)	
Net income						201,777				
Translation adjustment										(11,101)
Balance, December 31, 2012	$ 579	57,824,548	$ 43	4,339,431	$1,065,550	$1,092,719	$(604,050)	(18,102,528)	$ (106)	$ (1,044)
Exercise of stock options, including tax benefit of $2,022	3	304,441			2,052		(7,885)	(98,857)		

Stock-based compensation expense					15,917					
Conversion of 2029 debentures	(1)	425			(2)					
Tax withholding related to vesting of restricted stock units and retirement of common stock		(22,110)			(745)	(763)	1,505	22,110		
Noncontrolling interest									88	
Net income						276,430				
Translation adjustment										(83,172)
Benefit plan adjustments										7,673
Balance, December 31, 2013	$ 581	58,107,304	$ 43	4,339,431	$1,082,772	$1,368,386	$(610,430)	(18,179,275)	$ (18)	$ (76,543)

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2013	2012	2011
		(In thousands)	
Operating Activities:			
Net income	$ 276,518	$ 201,759	$ 196,240
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	67,642	37,561	31,607
Stock-based compensation expense	15,917	15,088	15,407
Amortization of debt issuance costs	4,880	2,655	4,435
Amortization of debt discount	4,308	2,260	2,499
Loss on debt extinguishment	13,229	1,595	—
(Gain) loss on sale of property, buildings and equipment	(4,174)	(546)	304
Loss on sale of Argentina business	2,315	—	—
Excess tax benefit from stock-based compensation	(3,631)	(11,358)	(5,408)
Interest related to uncertain tax positions	952	(3,371)	1,901
Deferred income taxes	20,635	17,685	14,373
Changes in assets and liabilities			
Trade receivables, net	(30,464)	58,194	(137,673)
Other accounts receivable	(42,983)	(21,779)	(5,818)
Inventories, net	(9,339)	(29,339)	(33,769)
Prepaid expenses and other current assets	(19,196)	19,588	11,268
Accounts payable	37,789	(24,346)	101,677
Accrued payroll and benefit costs	(19,163)	(2,498)	9,988
Other current and noncurrent liabilities	(94)	25,036	(39,498)
Net cash provided by operating activities	315,141	288,184	167,533
Investing Activities:			
Capital expenditures	(27,825)	(23,084)	(33,347)
Acquisition payments, net of cash acquired	—	(1,289,480)	(48,093)
Proceeds from sale of assets	10,807	1,558	97
Other investing activities	(1,205)	—	—
Net cash used in investing activities	(18,223)	(1,311,006)	(81,343)
Financing Activities:			
Proceeds from issuance of short-term debt	72,895	24,569	—
Repayments of short-term debt	(58,288)	(9,969)	—
Proceeds from issuance of long-term debt	1,429,956	2,299,797	648,557
Repayments of long-term debt	(1,682,189)	(1,244,030)	(730,897)
Debt issuance costs	(12,222)	(17,757)	(4,703)
Proceeds from the exercise of stock options	30	3,174	419
Excess tax benefit from stock-based compensation	3,631	11,358	5,408
Repurchase of common stock	(7,890)	(12,280)	(7,840)
(Decrease) increase in bank overdrafts	(1,954)	(8,283)	19,899
Payments on capital lease obligations	(1,488)	(2,531)	(1,751)
Net cash (used) provided by financing activities	(257,519)	1,044,048	(70,908)
Effect of exchange rate changes on cash and cash equivalents	(1,773)	1,004	(4,990)
Net change in cash and cash equivalents	37,626	22,230	10,292
Cash and cash equivalents at the beginning of period	86,099	63,869	53,577
Cash and cash equivalents at the end of period	$ 123,725	$ 86,099	$ 63,869
Supplemental disclosures:			
Cash paid for interest	$ 75,109	$ 43,713	$ 43,446
Cash paid for taxes	90,678	51,733	79,189
Non-cash investing and financing activities:			
Property, buildings and equipment acquired through capital leases	1,970	3,216	1,112

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION

WESCO International, Inc. ("WESCO International") and its subsidiaries (collectively, "WESCO"), headquartered in Pittsburgh, Pennsylvania, is a full-line distributor of electrical, industrial and communications maintenance, repair and operating ("MRO") and original equipment manufactures ("OEM") products, construction materials, and advanced supply chain management and logistics services used primarily in the industrial, construction, utility and commercial, institutional and government markets. We serve over 75,000 active customers globally, through approximately 475 full service branches and nine distribution centers located primarily in the United States, Canada and Mexico, with operations in 15 additional countries.

2. ACCOUNTING POLICIES

Basis of Consolidation

The consolidated financial statements include the accounts of WESCO International and all of its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions WESCO may undertake in the future, actual results may ultimately differ from the estimates.

Revenue Recognition

Revenues are recognized for product sales when title, ownership and risk of loss pass to the customer or for services when the service is rendered. In the case of stock sales and special orders, a sale occurs at the time of shipment from WESCO's distribution point, as the terms of WESCO's sales are typically FOB shipping point. In cases where WESCO processes customer orders but ships directly from its suppliers, revenue is recognized once product is shipped and title has passed. In all cases, revenue is recognized once the sales price to the customer is fixed or is determinable and WESCO has reasonable assurance as to the collectability.

In certain customer arrangements, WESCO provides services such as inventory management. WESCO may perform some or all of the following services for customers: determine inventory stocking levels; establish inventory reorder points; launch purchase orders; receive material; put away material; and pick material for order fulfillment. WESCO recognizes revenue for services rendered during the period based upon a previously negotiated fee arrangement. WESCO also sells inventory to these customers and recognizes revenue at the time title and risk of loss transfers to the customer. The amount of revenue attributed to these services totaled $24.2 million, $17.6 million, and $10.8 million in 2013, 2012 and 2011, respectively.

Selling, General and Administrative Expenses

WESCO includes warehousing, purchasing, branch operations, information services, and marketing and selling expenses in this category, as well as other types of general and administrative costs.

Supplier Volume Rebates

WESCO receives volume rebates from certain suppliers based on contractual arrangements with such suppliers. Volume rebates are included within other accounts receivable on the balance sheet, and represent the estimated amounts due to WESCO under the rebate provisions of the various supplier contracts. The corresponding rebate income is recorded as a reduction of cost of goods sold. The appropriate level of such income is derived from the level of actual purchases made by WESCO from suppliers. Receivables under the supplier rebate program were $75.0 million at December 31, 2013 and $68.7 million at December 31, 2012. Supplier volume rebate rates have historically ranged between approximately 0.8% and 1.4% of sales depending on market conditions. In 2013, the rebate rate was 1.4%.

Shipping and Handling Costs and Fees

WESCO records the costs and fees associated with transporting its products to customers as a component of selling, general and administrative expenses. These costs totaled $63.8 million, $49.9 million and $50.9 million in 2013, 2012 and 2011, respectively.

Cash Equivalents

Cash equivalents are defined as highly liquid investments with original maturities of 90 days or less when purchased.

Asset Securitization

WESCO maintains control of the receivables transferred pursuant to its accounts receivable securitization program (the "Receivables Facility"); therefore the transfers do not qualify for "sale" treatment. As a result, the transferred receivables remain on the balance sheet, and WESCO recognizes the related secured borrowing. The expenses associated with the Receivables Facility are reported as interest expense in the statement of income.

Allowance for Doubtful Accounts

WESCO maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. WESCO has a systematic procedure using estimates based on historical data and reasonable assumptions of collectability made at the local branch level and on a consolidated corporate basis to calculate the allowance for doubtful accounts. If the financial condition of WESCO's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. The allowance for doubtful accounts was $19.3 million at December 31, 2013 and $17.2 million at December 31, 2012. The total amount recorded as selling, general and administrative expense related to bad debts was $2.9 million, $1.1 million and $6.6 million for 2013, 2012 and 2011, respectively.

Inventories

Inventories primarily consist of merchandise purchased for resale and are stated at the lower of cost or market. Cost is determined principally under the average cost method. WESCO makes provisions for obsolete or slow-moving inventories as necessary to reflect reduction in inventory value. WESCO writes down its inventory to its net realizable value based on internal factors derived from historical analysis of actual losses. Retrospectively, WESCO identifies items at risk of becoming obsolete, which are defined as excess of 36 months supply relative to demand or movement. WESCO then analyzes the ultimate disposition of previously identified excess inventory items, such as sold, returned to supplier, or scrapped. This item by item analysis allows WESCO to develop an estimate of the historical likelihood that an item identified as being in excess supply ultimately becomes obsolete. WESCO applies the estimate to inventory items currently in excess of 36 months supply, and reduces its inventory carrying value by the derived amount. Reserves for excess and obsolete inventories were $17.4 million and $16.7 million at December 31, 2013 and 2012, respectively. The total expense related to excess and obsolete inventories, included in cost of goods sold, was $7.5 million, $11.4 million and $5.5 million for 2013, 2012 and 2011, respectively. WESCO absorbs into the cost of inventory certain overhead expenses related to inventory such as purchasing, receiving and storage and at December 31, 2013 and 2012, $62.1 million and $62.2 million, respectively, of these costs were included in ending inventory.

Other Assets

WESCO amortizes deferred financing fees over the term of the various debt instruments. Deferred financing fees in the amount of $12.2 million were incurred during the year ending December 31, 2013. As of December 31, 2013 and 2012, the amount of other assets related to unamortized deferred financing fees was $24.8 million and $26.4 million, respectively.

Property, Buildings and Equipment

Property, buildings and equipment are recorded at cost. Depreciation expense is determined using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over either their respective lease terms or their estimated lives, whichever is shorter. Estimated useful lives range from five to forty years for leasehold improvements and buildings and three to ten years for furniture, fixtures and equipment.

Capitalized computer software costs are amortized using the straight-line method over the estimated useful life, typically three to five years, and are reported at the lower of unamortized cost or net realizable value.

Expenditures for new facilities and improvements that extend the useful life of an asset are capitalized. Ordinary repairs and maintenance are expensed as incurred. When property is retired or otherwise disposed of, the cost and the related accumulated depreciation are removed from the accounts and any related gains or losses are recorded and reported as selling, general and administrative expenses.

WESCO assesses its long-lived assets for impairment by periodically reviewing operating performance and respective utilization of real and tangible assets. Upon closure of any branch, asset usefulness and remaining life are evaluated and charges are taken as appropriate. Of WESCO's $198.7 million net book value of property, plant and equipment as of December 31, 2013, $125.3 million consists of land, buildings and leasehold improvements and are geographically dispersed among WESCO's 475 branches and nine distribution centers, mitigating the risk of impairment. Approximately $33.3 million of assets consist of computer equipment and capitalized software and are evaluated for use and serviceability relative to carrying value. The remaining fixed assets, mainly furniture and fixtures, warehousing equipment and transportation equipment, are similarly evaluated for serviceability and use.

Goodwill and Indefinite Life Intangible Assets

Goodwill and indefinite life intangible assets are tested for impairment annually during the fourth quarter using information available at the end of September, or more frequently if events or circumstances occur indicating that their carrying value may not be recoverable. The evaluation of impairment involves comparing the current fair value of goodwill and indefinite life intangible assets to the recorded value. WESCO estimates the fair value of goodwill using a combination of discounted cash flow analyses and market multiples. Assumptions used for these fair value techniques are based on a combination of historical results, current forecasts, market data and recent economic events. WESCO evaluates the recoverability of indefinite life intangible assets using a discounted cash flow analysis based on projected financial information. The determination of fair value involves significant judgment and management applies its best judgment when assessing the reasonableness of financial projections. At December 31, 2013 and 2012, goodwill and indefinite life trademarks totaled $1,837.4 million and $1,882.9 million, respectively. No impairment losses were identified in 2013 as a result of this review.

Definite Lived Intangible Assets

Intangible assets are amortized over 4 to 20 years. A portion of intangible assets related to certain customer relationships are amortized using an accelerated method whereas all other intangible assets subject to amortization use a straight-line method which reflects the pattern in which the economic benefits of the respective assets are consumed or otherwise used. Intangible assets are tested for impairment if events or circumstances occur indicating that the respective asset might be impaired.

Insurance Programs

WESCO uses commercial insurance for auto, workers' compensation, casualty and health claims as a risk-reduction strategy to minimize catastrophic losses. The Company's strategy involves large deductibles where WESCO must pay all costs up to the deductible amount. WESCO estimates the reserve based on historical incident rates and costs. The assumptions included in developing this accrual include the period of time from incurrence of a claim until the claim is paid by the insurance provider. The total liability related to the insurance programs was $11.4 million at December 31, 2013 and $11.3 million at December 31, 2012.

Income Taxes

WESCO accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities result from (i) temporary differences in the recognition of income and expense for financial and income tax reporting requirements, and (ii) differences between the recorded value of assets acquired in business combinations accounted for as purchases for financial reporting purposes and their corresponding tax bases. Deferred income tax assets are reduced by a valuation allowance if it is more-likely-than-not that some portion of the deferred income tax asset will not be realized. In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies, and results of recent operations.

WESCO recognizes the tax benefit from an uncertain tax position only if it is at least more-likely-than-not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position. The amount of the tax benefit that is recognized is measured as the largest amount of benefit that is more-likely-than-not to be realized upon effective settlement. We will adjust the tax benefit recognized with regard to an uncertain tax position if our judgment changes as the result of the evaluation of new information not previously available. Due to the subjectivity inherent in the evaluation of uncertain tax positions, the tax benefit ultimately recognized may materially differ from our estimate. WESCO recognizes interest related to uncertain tax benefits as part of interest expense. Penalties are recognized as part of income tax expense.

Convertible Debentures

WESCO separately accounts for the liability and equity components of its convertible debentures in a manner that reflects its non-convertible debt borrowing rate. WESCO estimates its non-convertible debt borrowing rate through a combination of discussions with its financial institutions and review of relevant market data. The discounts to the convertible note balances are amortized to interest expense, using the effective interest method, over the implicit life of the Debentures.

Foreign Currency

The local currency is the functional currency for the majority of WESCO's operations outside the United States. Assets and liabilities of these operations are translated to U.S. dollars at the exchange rate in effect at the end of each period. Income statement accounts are translated at the average exchange rate prevailing during the period. Translation adjustments arising from the use of differing exchange rates from period to period are included as a component of other comprehensive income within stockholders' equity. Gains and losses from foreign currency transactions are included in net income for the period.

Defined Benefit Pension Plan

In connection with the December 14, 2012 acquisition of EECOL, the Company assumed a contributory defined benefit plan covering all Canadian employees of EECOL. The plan provides retirement benefits based upon earnings and credited service, and participants contribute 2% or 4% of their earnings to the plan depending on their employment level.

The Company also assumed EECOL's Supplemental Executive Retirement Plan (SERP) which provides additional pension benefits to certain executives based on earnings, credited service, and executive service.

Liabilities and expenses for pension benefits are determined using actuarial methodologies and incorporate significant assumptions, including the interest rate used to discount the future estimated cash flows, the expected long-term rate of return on plan assets, and several assumptions relating to the employee workforce (salary increases, retirement age, and mortality).

The interest rate used to discount future estimated cash flows is determined using a high quality corporate bonds yield curve model developed with the assistance of an external actuary. The cash flows of the plans' projected benefit obligations are discounted using a single equivalent rate derived from yields on high quality corporate bonds. The yield curve model parallels the plans' projected cash flows. The discount rate used to determine benefit obligations for the Canadian pension was 4.9% in 2013. An increase in the discount rate of one quarter percent would decrease the projected benefit obligation by $4.5 million, and a decrease in the discount rate of one quarter percent would increase the projected benefit obligation by $5.1 million. The impact of a change in the discount rate of one quarter percent would be either a charge or credit of $0.3 million to earnings in the following year.

The expected long-term rate of return on plan assets is applied to the fair market-related value of plan assets.

Stock-Based Compensation

WESCO's stock-based employee compensation plans are comprised of stock options, stock-settled stock appreciation rights, restricted stock units, and performance-based awards. 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. Expected volatilities are based on historical volatility of WESCO's common stock. The expected life of stock options and stock-settled appreciation rights is estimated using historical data pertaining to option exercises and employee terminations. The risk-free rate is based on the U.S. Treasury yields in effect at the time of grant. The forfeiture assumption is based on WESCO's historical employee behavior that is reviewed on an annual basis. The fair value of restricted stock units is determined by the grant-date closing price of WESCO's common stock. Performance-based awards are valued using a Monte Carlo simulation model. The probability of meeting market criteria is considered when calculating the estimated fair market value on the date of grant. These awards are accounted for as awards with market conditions, which are recognized over the service period, regardless of whether the market conditions are achieved and the awards ultimately vest. No dividends are assumed for stock based awards.

Treasury Stock

Common stock purchased for treasury is recorded at cost. At the date of subsequent reissue, the treasury stock account is reduced by the cost of such stock, with cost determined on a weighted average basis.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, accounts receivable, accounts payable and other accrued liabilities, and outstanding indebtedness. The estimated fair value of the Company's outstanding indebtedness described in Note 7 at December 31, 2013 and 2012 was $2,443.9 million and $2,423.7 million, respectively. The aggregate fair value of the 2021 Notes, Term Loan Facility and debentures was approximately $1,930.2 million and $1,704.5 million at December 31, 2013 and 2012, respectively. The fair values of fixed rate facilities are estimated based upon market price quotes. The fair values of the mortgage facility, the Term Loan Facility, the accounts receivable securitization facility (the "Receivables Facility") and the revolving credit facility ("the Revolving Credit Facility"), approximated carrying values. The fair values for these facilities are based upon market price quotes and market comparisons available for instruments with similar terms and maturities. For all remaining WESCO financial instruments, carrying values are considered to approximate fair value due to their short maturities.

Environmental Expenditures

WESCO has facilities and operations that distribute certain products that must comply with environmental regulations and laws. Expenditures for current operations are expensed or capitalized, as appropriate. Expenditures relating to existing conditions caused by past operations, and that do not contribute to future revenue, are expensed. Liabilities are recorded when remedial efforts are probable and the costs can be reasonably estimated.

Recently Adopted Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board (the "FASB") issued new disclosure guidance related to the presentation of the statement of comprehensive income. This guidance provides an entity the option to present the total of comprehensive income, the components of net income and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements; the option to report other comprehensive income and its components in the statement of changes in stockholders' equity was eliminated. This accounting standard is effective for periods beginning on or after December 15, 2011. WESCO has elected the option to present the components of net income and the components of comprehensive income in a single continuous statement of comprehensive income.

In July 2012, the Financial Accounting Standards Board (the "FASB") issued updated guidance on the periodic testing of indefinite-lived intangible assets, other than goodwill, for impairment. This updated guidance allows companies the option to first assess qualitative factors to determine if it is more-likely-than-not that an indefinite-lived intangible asset might be impaired and whether it is necessary to perform the quantitative impairment test required under current accounting standards. This guidance is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. WESCO adopted this guidance in 2013. Adoption of this guidance did not have a material impact on WESCO's financial position, results of operations or cash flows.

In February 2013, the FASB issued updated guidance on the reporting of amounts reclassified from accumulated other comprehensive income. This updated guidance requires entities to present significant amounts reclassified from each component of accumulated other comprehensive income and the income statement line items affected by the reclassification. This guidance is effective for interim and annual periods beginning after December 15, 2012. WESCO adopted this guidance in 2013. Adoption of this guidance did not have a material impact on WESCO's financial position, results of operations or cash flows.

Recently Issued Accounting Pronouncements

In July 2013, the FASB issued updated guidance on the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This updated guidance requires entities to present unrecognized tax benefits, or a portion of unrecognized tax benefits, in the financial statements as a reduction to deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, with certain exceptions. This guidance is effective for interim and annual periods beginning after December 15, 2013. WESCO will adopt this guidance in 2014. Adoption of this guidance is not expected to have a material impact on WESCO's financial position, results of operations or cash flows.

Other pronouncements issued by the FASB or other authoritative accounting standards groups with future effective dates are either not applicable or are not expected to be significant to WESCO’s financial position, results of operations or cash flows.

3. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The following table sets forth the changes in the carrying amount of goodwill:

	Year Ended December 31	
	2013	**2012**
	(In thousands)	
Beginning balance January 1	$ 1,777,797	$ 1,008,127
Translation adjustments	(49,120)	(15,592)
Additions to goodwill for acquisitions	5,714	785,262
Ending balance December 31	$ 1,734,391	$ 1,777,797

WESCO has never recorded an impairment loss related to goodwill or intangible assets.

Intangible Assets

The components of intangible assets are as follows:

	December 31, 2013				December 31, 2012		
	Life	Gross Carrying Amount[1]	Accumulated Amortization[1]	Net Carrying Amount	Gross Carrying Amount[1]	Accumulated Amortization[1]	Net Carrying Amount
				(In thousands)			
Intangible assets:							
Trademarks	Indefinite	$ 101,867	$ —	$ 101,867	$ 105,080	$ —	$ 105,080
Trademarks	4-15	1,648	(218)	1,430	1,734	(106)	1,628
Non-compete agreements	5-7	—	—	—	1,950	(1,858)	92
Customer relationships	4-20	324,957	(48,630)	276,327	362,794	(40,094)	322,700
Distribution agreements	10-19	37,663	(11,729)	25,934	38,119	(9,298)	28,821
Patents	10	48,310	(14,701)	33,609	48,310	(9,870)	38,440
		$ 514,445	$ (75,278)	$ 439,167	$ 557,987	$ (61,226)	$ 496,761

(1) Excludes the original cost and accumulated amortization of fully-amortized intangibles.

Amortization expense related to intangible assets totaled $38.6 million, $15.1 million and $13.4 million for the years ended December 31, 2013, 2012 and 2011, respectively.

The following table sets forth the estimated amortization expense for intangibles for the next five years (in thousands):

For the year ended December 31,	Estimated Amortization Expense
2014	$ 36,461
2015	34,642
2016	33,528
2017	32,594
2018	30,838

4. CONCENTRATIONS OF CREDIT RISK AND SIGNIFICANT SUPPLIERS

WESCO distributes its products and services and extends credit to a large number of customers in the industrial, construction, utility, commercial, institutional, and governmental markets. WESCO’s largest supplier accounted for approximately 12% of WESCO's purchases in 2013 and 2012, and 10% of purchases in 2011, and therefore, WESCO could potentially incur risk due to supplier concentration. Based upon WESCO’s broad customer base, the Company has concluded that it has no material credit risk as a result of customer concentration.

5. ACQUISITIONS

The following table sets forth the consideration paid for acquisitions:

Year Ended December 31		2012
(In thousands)		
Details of acquisitions:		
Fair value of assets acquired	$	1,609,785
Fair value of liabilities assumed		(288,005)
Cash paid for acquisitions	$	1,321,780
Supplemental cash flow disclosure related to acquisitions:		
Cash paid for acquisitions	$	1,321,780
Less: cash acquired		(32,100)
Cash paid for acquisitions, net of cash acquired	$	1,289,680

Acquisition of EECOL Electric Corporation

On December 14, 2012, WESCO International completed its acquisition of EECOL Electric Corporation (“EECOL”). WESCO paid at closing a cash purchase price of approximately $1.1 billion, of which $50.8 million was placed in escrow to address post-closing purchase price adjustments and potential indemnification claims. The remaining escrow will be distributed to the sellers in the first half of 2014. To fund the purchase price paid at closing, WESCO and its subsidiaries borrowed $851 million under new term loans and $264 million under the Revolving Credit Facility. The Company incurred $4.0 million in acquisition costs related to the EECOL acquisition in 2012. With the acquisition of EECOL, WESCO obtained a 60% ownership in a joint venture. This entity has been consolidated. The noncontrolling interest recognized income of less than $0.1 million in 2013 and 2012.

EECOL is a full-line distributor of electrical equipment, products and services with approximately 57 locations across Canada and approximately 20 in South America. EECOL has a warehouse-based business focused on serving industrial, oil, gas, mining, utility, and commercial and residential construction customers.

The preliminary purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The fair value of the intangible assets was estimated by management and the allocation resulted in intangible assets of $301.7 million and goodwill of $676.1 million which is not deductible for tax purposes. The intangible assets include customer relationships of $246 million amortized over 20 years and trademarks of $55.7 million. Trademarks have an indefinite life and are not being amortized. No residual value is estimated for these intangible assets. The goodwill arising from the acquisition is based largely on the depth and diversity of name brand products, warehouse locations, and a highly-trained and knowledgeable workforce. The purchase price allocation was finalized in 2013. The fair value of assets and liabilities acquired have been retrospectively adjusted for certain measurement period adjustments resulting in an increase to goodwill of $5.7 million, a decrease in all other assets of $0.9 million, and a corresponding increase in liabilities of $4.8 million.

Approximately $31.5 million of the $32.1 million of cash and equivalents that was transferred to the Company is expected to be remitted back to the sellers in the first half of 2014, and accordingly, a corresponding liability has been recorded at December 31, 2013.

The following summary presents the fair value of the assets acquired and liabilities assumed for the EECOL acquisition.

	EECOL
(In thousands)	
Assets Acquired	
Cash and cash equivalents	$ 32,071
Trade accounts receivable	137,161
Other accounts receivable	23,284
Inventories	118,129
Prepaid expenses and other current assets	21,113
Property, buildings and equipment	73,097
Intangible assets	301,676
Goodwill	676,070
Other noncurrent assets	16,666
Total assets acquired	1,399,267
Liabilities Assumed	
Accounts payable	76,549
Accrued expenses and other current liabilities	66,680
Short-term debt	5,734
Deferred income taxes - long-term	75,682
Long-term debt	6,205
Other long-term liabilities	47,760
Total liabilities assumed	278,610
Fair value of net assets acquired, including intangible assets	$ 1,120,657

The operating results of EECOL have been included in WESCO's consolidated financial statements since December 14, 2012. EECOL contributed $24.1 million to 2012 net sales. Unaudited pro forma results of operations (in thousands, except per share data) for the twelve months ended December 31, 2012 and 2011 are included below as if the acquisition occurred on the first day of the respective periods. This summary of the unaudited pro forma results of operations is not necessarily indicative of what WESCO's results of operations would have been had EECOL been acquired at the beginning of 2011, nor does it purport to represent results of operations for any future periods.

Year Ended December 31	2012	2011
(In thousands, except per share data)		
Net Sales	$ 7,493,978	$ 6,980,120
Net Income	263,149	235,326
Earnings per common share:		
Basic	$ 6.02	$ 5.44
Diluted	$ 5.15	$ 4.74

Acquisition of RS Electronics

On January 3, 2012, WESCO completed its acquisition of RS Electronics, a leading North American distributor of electronic products serving primarily the industrial, medical equipment, automotive, and contract manufacturing end markets with eight branches located in the Midwest and southeastern United States and approximately $60.0 million in annual sales. The purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The excess of the purchase price over the net assets acquired, including intangible assets, has been allocated to goodwill. The fair value of intangible assets was estimated by management and the allocation resulted in goodwill of $12.2 million. Management believes the majority of goodwill will be deductible for tax purposes.

Acquisition of Trydor Industries (Canada), Ltd.

On July 3, 2012, WESCO completed its acquisition of Trydor Industries (Canada), Ltd. (“Trydor”) through one of its wholly-owned Canadian subsidiaries. Trydor is a full-line distributor of high-voltage electrical products and services addressing the transmission, substation and distribution network needs for utilities, independent power producers and utility contractors in Canada with approximately $35.0 million in annual sales. The purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The excess of the purchase price over the net assets acquired, including intangible assets, has been allocated to goodwill. The fair value of intangible assets was estimated by management and the allocation resulted in goodwill and intangible assets of $19.1 million and $11.8 million, respectively. Management believes the majority of goodwill will be deductible for tax purposes. The intangible assets include customer relationships of $8.9 million amortized over 10 years, supplier relationships of $2.7 million amortized over 10 years and trademarks of $0.2 million amortized over 4 years. No residual value is estimated for the intangible assets.

Acquisition of Conney Safety Products, LLC

On July 9, 2012, WESCO completed the acquisition of Conney Safety Products, LLC, a distributor of MRO safety products with approximately $85 million in annual sales. The purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The excess of the purchase price over the net assets acquired, including intangible assets, has been allocated to goodwill. The fair value of intangible assets was estimated by management and the allocation resulted in goodwill and intangible assets of $83.6 million and $45.3 million, respectively. Management believes the majority of goodwill will be deductible for tax purposes. The intangible assets include customer relationships of $40.3 million amortized over 12 years, a trademark of $1.5 million amortized over 15 years, and a trademark valued at $3.5 million with an indefinite life. No residual value is estimated for the intangible assets.

2011 Acquisitions of RECO, LLC and Brews Supply, Ltd.

On March 14, 2011, WESCO Distribution, Inc. ("WESCO Distribution") completed its acquisition of RECO, LLC ("RECO"), a Siemens automation, controls, and electrical distributor located in the midwest and southeastern regions of the United States with approximately $25 million in annual sales. The purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The excess of the purchase price over the fair value of the net assets acquired has been allocated to goodwill valued at $6.0 million. Management believes the majority of goodwill will be deductible for tax purposes.

On October 3, 2011, WESCO Distribution through one of its wholly-owned Canadian subsidiary, completed its acquisition of Brews Supply, Ltd. ("Brews"), a full line electrical distributor of industrial, utility, and commercial products located in western Canada with approximately $50 million in annual sales. The purchase price was allocated to the respective assets and liabilities based upon their estimated fair values as of the acquisition date. The excess of the purchase price over the fair value of the net assets acquired, including intangible assets, has been allocated to goodwill. The fair value of the intangible assets was estimated by management and the allocation resulted in goodwill and intangible assets of $19.8 million and $10.2 million, respectively. Management believes the majority of goodwill will be deductible for tax purposes. The intangible assets include customer relationships of $4.8 million amortized over 10 years, supplier relationships of $4.2 million amortized over 10 years and trademarks of $1.2 million. Trademarks have an indefinite life and are not being amortized. No residual value is estimated for the intangible assets. With the acquisition of Brews, WESCO obtained a 49% ownership in a joint venture. This entity has been consolidated. The noncontrolling interest recognized income of less than $0.1 million in 2013, and a loss of less than $0.1 million in 2012 and 2011.

6. PROPERTY, BUILDINGS AND EQUIPMENT

The following table sets forth the components of property, buildings and equipment:

	December 31, 2013	December 31, 2012
	(In thousands)	
Buildings and leasehold improvements	$ 135,030	$ 144,627
Furniture, fixtures and equipment	167,842	161,135
Software costs	71,633	54,652
	374,505	360,414
Accumulated depreciation and amortization	(213,758)	(199,115)
	160,747	161,299
Land	34,714	38,431
Construction in progress	3,193	10,993
	$ 198,654	$ 210,723

Depreciation expense was $18.2 million, $14.4 million and $12.5 million, and capitalized software amortization was $10.8 million, $8.1 million and $5.7 million, in 2013, 2012 and 2011, respectively. The unamortized software cost was $27.1 million and $21.1 million as of December 31, 2013 and 2012, respectively. Furniture, fixtures and equipment include capitalized leases of $11.7 million and $11.2 million and related accumulated amortization of $6.2 million and $5.6 million as of December 31, 2013 and 2012, respectively.

7. DEBT

The following table sets forth WESCO's outstanding indebtedness:

	As of December 31, 2013	As of December 31, 2012
	(In thousands)	
Term Loan Facility, less debt discount of $3,934 and $9,936 in 2013 and 2012, respectively	$ 296,295	$ 840,827
Senior Notes due 2021	500,000	—
Mortgage financing facility	—	26,414
Accounts Receivable Securitization Facility	453,600	445,000
Revolving Credit Facility	22,558	218,295
International lines of credit	37,551	30,136
6.0% Convertible Senior Debentures due 2029, less debt discount of $170,752 and $173,708 in 2013 and 2012, respectively	174,149	171,213
Capital leases	3,505	3,220
Other notes	37	67
Total debt	1,487,695	1,735,172
Less current and short-term portion	(40,061)	(39,759)
Total long-term debt	$ 1,447,634	$ 1,695,413

Term Loan Facility

On December 12, 2012, WESCO Distribution, as U.S. borrower, WDCC (WDCC and together with WESCO Distribution, the "Borrowers"), as Canadian borrower, and WESCO International entered into a Term Loan Agreement (the "Term Loan Agreement") among WESCO Distribution, WDCC, the Company, the lenders party thereto and Credit Suisse AG Cayman Islands Branch, as administrative agent and as collateral agent.

The Term Loan Agreement provided a seven-year term loan facility (the "Term Loan Facility"), which consisted of two separate sub-facilities: (i) a Canadian sub-facility in an aggregate principal amount of CAD $150 million, issued at a 2.0% discount and (ii) a U.S. sub-facility in an aggregate principal amount of US $700 million, issued at a 1.0% discount. The proceeds of the Term Loan Facility were used to finance the acquisition of EECOL, to pay fees and expenses incurred in connection with the acquisition and certain other transactions. Subject to the terms of the Term Loan Agreement, the Borrowers may request incremental term loans from time to time in an aggregate principal amount not to exceed at any time US $300 million, with an equivalent principal amount in U.S. Dollars being calculated for any incremental term loan denominated in Canadian Dollars.

On November 19, 2013, the Borrowers and WESCO International entered into an amendment (the "Term Loan Amendment") to the Term Loan Agreement. The Term Loan Amendment, among other things, reduced the applicable margin on U.S. term loans by 0.50% and the LIBOR floor applicable to the U.S. sub-facility from 1.00% to 0.75%. The modified pricing terms were effective December 13, 2013.

On November 26, 2013, WESCO Distribution sold $500 million aggregate principal amount of 5.375% Senior Notes due 2021 (the "2021 Notes"), and used the net proceeds plus excess cash to prepay $500 million under the Company's U.S. sub-facility of the Term Loan Facility (see discussion below under "5.375% Senior Notes due 2021" for additional information). The prepayment satisfied all remaining quarterly repayment obligations under the U.S. sub-facility. As a result, the Company recorded a non-cash pre-tax loss on debt extinguishment of $13.2 million in the fourth quarter of 2013. WESCO will amortize the remaining debt discount and financing costs over the life of the instrument. Non-cash interest expense of $2.2 million and $0.1 million was recorded for the years ended December 31, 2013 and 2012, respectively.

Borrowings under the Term Loan Facility bear interest at base rates plus applicable margins. At December 31, 2013, the interest rates on borrowings under the Canadian sub-facility and U.S. sub-facility were approximately 5.3% and 3.75%, respectively. At December 31, 2012, the interest rates on borrowings under the Canadian sub-facility and U.S. sub-facility were approximately 5.2% and 4.5%, respectively. The Canadian Borrower will pay quarterly installments of principal equal to 0.25% of the original principal amount of its term loan sub-facility, plus accrued and unpaid interest. To the extent not previously paid, the term loans will become due and payable on December 12, 2019, with any unpaid incremental term loans becoming due and payable on the respective maturity dates applicable to those incremental term loans. Other than in certain circumstances prior to June 13, 2014, at any time or from time to time, the Borrowers may prepay borrowings under the Term Loan Facility in whole or in part without premium or penalty. The Borrowers' obligations under the Term Loan Facility are secured by substantially all of the assets of the Borrowers, the Company and certain of the Company's other subsidiaries; provided that, with respect to borrowings under the U.S. sub-facility, the collateral does not include assets of certain foreign subsidiaries or more than 65% of the issued and outstanding equity interests in certain foreign subsidiaries.

The Term Loan Facility contains customary affirmative and negative covenants for credit facilities of this type. The Term Loan Facility also provides for customary events of default.

5.375% Senior Notes due 2021

In November 2013, WESCO Distribution issued $500 million aggregate principal amount of 2021 Notes through a private offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The 2021 Notes were issued at 100% of par and are governed by an indenture (the "Indenture") entered into on November 26, 2013 with WESCO International and U.S. Bank National Association, as trustee. The 2021 Notes are unsecured senior obligations of WESCO Distribution and are guaranteed on a senior unsecured basis by WESCO International. The 2021 Notes bear interest at a stated rate of 5.375%, payable semi-annually in arrears on June 15 and December 15 of each year, with the first interest payment occurring on June 15, 2014. In addition, WESCO recorded deferred financing fees related to the issuance of the 2021 Notes totaling $8.2 million which will be amortized over the life of the notes. The 2021 Notes mature on December 15, 2021. The net proceeds of the 2021 Notes were used to prepay a portion of the U.S. Term Loan sub-facility.

At any time on or after December 15, 2016, WESCO Distribution may redeem all or a part of the 2021 Notes. Between December 15, 2016 and December 14, 2017, WESCO Distribution may redeem all or a part of the 2021 Notes at a redemption price equal to 104.031% of the principal amount. Between December 15, 2017 and December 14, 2018, WESCO Distribution may redeem all or a part of the 2021 Notes at a redemption price equal to 102.688% of the principal amount. Between December 15, 2018 and December 14, 2019, WESCO Distribution may redeem all or a part of the 2021 Notes at a redemption price equal to 101.344% of the principal amount. On and after December 15, 2019, WESCO Distribution may redeem all or a part of the 2021 Notes at a redemption price equal to 100% of the principal amount.

The Indenture governing the 2021 Notes contains customary covenants and customary events of default. In addition, upon a change of control, the holders of 2021 Notes have the right to require WESCO Distribution to repurchase all or any part of the 2021 Notes at a redemption price equal to 101% of the principal amount, plus accrued and unpaid interest.

Mortgage Financing Facility

In 2003, WESCO finalized a mortgage financing facility of $51 million. This facility was extinguished with repayments of $26.4 million in the first quarter of 2013. The interest rate on borrowings under this facility was fixed at 6.5%.

Accounts Receivable Securitization Facility

On September 20, 2013, WESCO Distribution and its subsidiary WESCO Receivables Corp. entered into an amendment (the "Amendment") of the Third Amended and Restated Receivables Purchase Agreement (the "Receivables Facility"). The Amendment increased the purchase limit under the Receivables Facility from $475 million to $500 million, with the opportunity to exercise an accordion feature which permits increases in the purchase limit of up to an additional $100 million, extended the term of the Receivables Facility to September 20, 2016, and added and amended certain defined terms. The Amendment also reduced the interest rate spread and commitment fee from 1.10% to 0.95% and from 0.55% to 0.45%, respectively. Substantially all other provisions of the Receivables Facility remained unchanged.

Under the Receivables Facility, WESCO sells, 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 financial institutions for cash while maintaining a subordinated undivided interest in the receivables, in the form of overcollateralization. WESCO 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.

As of December 31, 2013 and 2012, accounts receivable eligible for securitization totaled approximately $586.4 million and $601.1 million, respectively. The consolidated balance sheets as of December 31, 2013 and 2012 include $453.6 million and $445.0 million, respectively, of account receivable balances legally sold to third parties, as well as borrowings for equal amounts. At December 31, 2013 and 2012, the interest rate on borrowings under this facility was approximately 1.2% and 1.4%, respectively.

Revolving Credit Facility

The revolving credit facility (the "Revolving Credit Facility") was entered into pursuant to the terms and conditions of an Amended and Restated Credit Agreement, dated as of December 12, 2012 (the "Credit Agreement"), among WESCO Distribution, the other US Borrowers party thereto, WESCO Distribution Canada LP ("WESCO Canada") and WDCC, as Canadian Borrowers, the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent. Subsequent to the acquisition of EECOL on December 14, 2012, EECOL was added as a Canadian Borrower. On November 19, 2013, WESCO Distribution and certain other subsidiaries of the Company entered into a First Amendment to Amended and Restated Credit Agreement and Waiver (the "First Amendment"). The First Amendment, among other things, revised certain covenants and financial statement covenant calculations in the Credit Agreement. The Revolving Credit Facility contains an accordion feature allowing WESCO Distribution to request increases to the borrowing commitments under the Credit Facility of up to US $100 million in the aggregate.

The Revolving Credit Facility matures in August 2016 and consists of two separate sub-facilities: (i) a Canadian sub-facility with a borrowing limit of up to US $400 million, which is collateralized by substantially all assets of WESCO Canada, WDCC and EECOL, and (ii) a U.S. sub-facility with a borrowing limit of up to US $600 million less the amount of outstanding borrowings under the Canadian sub-facility. The U.S. sub-facility is collateralized by substantially all assets of WESCO Distribution and its U.S. subsidiaries other than real property and accounts receivable sold or intended to be sold pursuant to the Receivables Facility. Availability under the Revolving Credit Facility is based upon the amount of eligible inventory and receivables applied against certain advance rates. The applicable interest rate for borrowings under the Revolving Credit Facility includes interest rate spreads based on available borrowing capacity that range between 1.50% and 2.00% for LIBOR and CDOR-based borrowings and 0.50% and 1.00% for prime rate-based borrowings. The otherwise applicable interest rate is reduced by 0.25% if the Company's leverage ratio falls below a ratio of 2.5 to 1.0. At December 31, 2013, the interest rate on borrowings under this facility was approximately 3.5%.

The Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type. Subject to the terms of the Credit Agreement, the Company is permitted to pay dividends, repurchase common stock or repurchase indebtedness without limitation so long as pro forma combined availability under the Revolving Credit Facility and the Receivables Facility exceeds US $163.8 million and the adjusted fixed charge ratio is not less than a ratio of 1.1 to 1.0.

During 2013, WESCO borrowed $833.5 million in the aggregate under the Revolving Credit Facility and made repayments in the aggregate amount of $1,026.7 million. During 2012, aggregate borrowings and repayments were $814.1 million and $632.9 million, respectively. WESCO had $512.2 million available under the Revolving Credit facility at December 31, 2013, after giving effect to outstanding letters and international lines of credit, as compared to approximately $270.9 million at December 31, 2012.

7.50% Senior Subordinated Notes due 2017

On December 10, 2012, WESCO International announced that WESCO Distribution would redeem all of its outstanding 2017 Notes on January 9, 2013 (the “Redemption Date”) at a redemption price equal to 101.250% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the Redemption Date, for a total of $1,030 per $1,000 principal amount of 2017 Notes. The aggregate principal amount of 2017 Notes outstanding was $150 million. On December 11, 2012, in accordance with the terms of the Indenture, dated as of September 27, 2005, among WESCO Distribution, WESCO International and The Bank of New York Mellon, as trustee (the “Trustee”), WESCO Distribution irrevocably deposited with the Trustee funds sufficient to pay principal and interest of all outstanding 2017 Notes on the Redemption Date. As a result, the Indenture was satisfied and discharged.

International Lines of Credit

Certain foreign subsidiaries of WESCO have entered into uncommitted lines of credit, which serve as overdraft facilities, to support local operations. The maximum borrowing limit varies by facility and ranges between US $1.0 million and US $15.0 million. The applicable interest rate for borrowings under these lines of credit varies by country and is governed by the applicable loan agreement. The international lines of credit are renewable on an annual basis and certain facilities are fully and unconditionally guaranteed by WESCO Distribution. Accordingly, these lines directly reduce availability under the Revolving Credit Facility.

1.75% Convertible Senior Debentures due 2026

Proceeds of $300 million were received in connection with the issuance of the 2026 Debentures by WESCO International in November 2006. On August 27, 2009, WESCO International completed an exchange offer pursuant to which it issued $345 million in aggregate principal amount of 2029 Debentures in exchange for approximately $299.7 million and $57.7 million in aggregate principal amounts of its outstanding 2026 Debentures and 2025 Debentures, respectively (see the 6.0% Convertible Senior Debentures due 2029 discussion below for additional information). On November 30, 2011, WESCO International announced that it would redeem all of its 2026 Debentures on January 3, 2012. WESCO International redeemed the remaining $0.1 million aggregate principal amount of outstanding 2026 Debentures at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest. Following the redemption on January 3, 2012, there were no 2026 Debentures outstanding.

6.0% Convertible Senior Debentures due 2029

On August 27, 2009, WESCO International completed an exchange offer pursuant to which it issued $345 million in aggregate principal amount of 2029 Debentures in exchange for approximately $299.7 million and $57.7 million in 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.

WESCO utilized an interest rate of 13.875% to reflect the non-convertible debt borrowing rate of its offering upon issuance, which was determined based on discussions with its financial institutions and a review of relevant market data, and resulted in a $181.2 million discount to the 2029 Debenture balance and a net increase in additional capital of $106.5 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 and financing costs over the life of the instrument. Non-cash interest expense of $3.3 million and $2.2 million was recorded for the years ended December 31, 2013 and 2012, respectively. The debt discount amortization will approximate $3.4 million in 2014, $3.9 million in 2015, $4.5 million in 2016, $5.1 million in 2017, and $5.8 million in 2018.

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. Beginning with the six-month period commencing September 15, 2016, WESCO International will also pay contingent interest 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 2029 Debentures. During any six-month 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 ending on the second trading day 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 December 31, 2013 or 2012.

The 2029 Debentures are convertible into cash, and in certain circumstances, shares of WESCO International's common stock, $0.01 par value, 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.

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

	December 31, 2013			December 31, 2012		
	Principal Balance	Discount	Net Carrying Amount	Principal Balance	Discount	Net Carrying Amount
(In thousands)						
2029 Convertible Debentures	$ 344,901	$ (170,752)	$ 174,149	$ 344,921	$ (173,708)	$ 171,213

Covenant Compliance

WESCO was in compliance with all relevant covenants contained in its debt agreements as of December 31, 2013.

The following table sets forth the aggregate principal repayment requirements for all indebtedness for the next five years and thereafter, as of December 31, 2013:

(In thousands)	
2014	$ 40,061
2015	2,237
2016	478,259
2017	1,871
2018	1,691
Thereafter	1,138,262
Total payments on debt	1,662,381
Debt discount on convertible debentures and term loan facility	(174,686)
Total debt	$ 1,487,695

WESCO's credit agreements contain various restrictive covenants that, among other things, impose limitations on (i) dividend payments or certain other restricted payments or investments; (ii) the incurrence of additional indebtedness and guarantees; (iii) creation of liens; (iv) mergers, consolidation or sales of substantially all of WESCO's assets; (v) certain transactions among affiliates; (vi) payments by certain subsidiaries to WESCO; and (vii) capital expenditures. In addition, the revolving credit agreement and Receivables Facility require WESCO to meet certain fixed charge coverage tests depending on availability or liquidity, respectively.

8. CAPITAL STOCK

Preferred Stock

There are 20 million shares of preferred stock authorized at a par value of $.01 per share. The Board of Directors has the authority, without further action by the stockholders, to issue all authorized preferred shares in one or more series and to fix the number of shares, designations, voting powers, preferences, optional and other special rights and the restrictions or qualifications thereof. The rights, preferences, privileges and powers of each series of preferred stock may differ with respect to dividend rates, liquidation values, voting rights, conversion rights, redemption provisions and other matters.

Common Stock

There are 210 million shares of common stock and 20 million shares of Class B common stock authorized at a par value of $.01 per share. The Class B common stock is identical to the common stock, except for voting and conversion rights. The holders of Class B common stock have no voting rights. With certain exceptions, Class B common stock may be converted, at the option of the holder, into the same number of shares of common stock.

Under the terms of the Revolving Credit Facility and the Term Loan Agreement, WESCO International is restricted from declaring or paying dividends and as such, at December 31, 2013 and 2012, no dividends had been declared, and therefore no retained earnings were reserved for dividend payments.

Additional Capital

WESCO separately accounts for the liability and equity components of its 2029 Debentures and 2026 Debentures in a manner that reflects its non-convertible debt borrowing rate. As of December 31, 2013 and 2012, the net equity included in additional capital related to the 2029 Debentures and 2026 Debentures totaled $106.3 million.

9. INCOME TAXES

The following table sets forth the components of income before income taxes by jurisdiction:

	Year Ended December 31		
	2013	2012	2011
	(In thousands)		
United States	$ 338,069	$ 255,700	$ 260,859
Foreign	41,782	25,939	18,517
	$ 379,851	$ 281,639	$ 279,376

The following table sets forth the components of the provision (benefit) for income taxes:

	Year Ended December 31		
	2013	2012	2011
	(In thousands)		
Current taxes:			
Federal(1)	$ 48,740	$ 51,132	$ 60,415
State	4,669	6,006	5,705
Foreign	29,290	5,079	2,643
Total current	82,699	62,217	68,763
Deferred taxes:			
Federal	32,979	15,034	9,692
State	4,705	1,080	2,187
Foreign	(17,050)	1,549	2,494
Total deferred	20,634	17,663	14,373
	$ 103,333	$ 79,880	$ 83,136

(1) Tax benefits related to stock options and other equity instruments recorded directly to additional paid in capital totaled $2.3 million, $11.3 million and $5.6 million in 2013, 2012 and 2011, respectively.

The following table sets forth the reconciliation between the federal statutory income tax rate and the effective rate:

	Year Ended December 31		
	2013	2012	2011
Federal statutory rate	35.0 %	35.0 %	35.0 %
State taxes, net of federal tax benefit	2.0	1.8	2.1
Nondeductible expenses	1.0	1.0	0.7
Foreign tax rate differences	(0.9)	(0.9)	(0.8)
Tax effect of intercompany financing	(8.4)	(6.3)	(6.1)
Federal tax credits	(1.4)	—	(0.1)
Adjustment related to uncertain tax positions	0.5	(0.6)	(0.7)
Other	(0.6)	(1.6)	(0.3)
	27.2 %	28.4 %	29.8 %

As of December 31, 2013, WESCO's foreign subsidiaries had unremitted earnings of approximately $525.6 million, which would be subject to tax at the U.S. tax rate, net of applicable foreign tax credits. WESCO asserts that these earnings are permanently reinvested and, therefore, has not provided a deferred tax liability on these earnings. WESCO's current plans do not require it to repatriate these earnings to fund liquidity needs in the U.S. and it intends to utilize these earnings to fund growth in foreign markets. It is not practicable for WESCO to determine the deferred tax liability associated with repatriation of these earnings as such determination involves material uncertainties about the potential extent and timing of any distributions, the availability and complexity of calculating foreign tax credits, and the potential indirect tax consequences of such distributions, including withholding taxes.

The following table sets forth deferred tax assets and liabilities:

	December 31			
	2013		2012	
	(In thousands)			
	Assets	Liabilities	Assets	Liabilities
Accounts receivable	$ 2,475	$ —	$ 2,518	$ —
Inventory	—	4,915	—	4,412
Depreciation	—	16,751	—	13,423
Amortization of intangible assets	—	243,285	—	242,745
Convertible debt interest	—	116,819	—	105,871
Employee benefits	9,574	—	14,169	—
Stock based compensation	26,265	—	26,296	—
Canada royalty and management fee	25,270	—	25,264	—
Tax loss carryforwards	36,796	—	23,289	—
Other	17,307	6,291	25,479	8,559
Total deferred taxes	$ 117,687	$ 388,061	$ 117,015	$ 375,010

As of December 31, 2013 and 2012, WESCO had deferred tax assets of $3.8 million and $4.4 million, respectively, related to state net operating loss carryforwards. These carryforwards expire beginning in 2014 through 2026. As of December 31, 2013 and 2012, WESCO had deferred tax assets of $30.3 million and $18.9 million, respectively, related to Canadian net operating loss carryforwards. These carryforwards expire beginning in 2028 through 2029. In addition, WESCO had deferred tax assets of $1.8 million as of December 31, 2013 related to Mexican net operating loss carryforwards. These carryforwards expire in 2023. The Company has determined that it more-likely-than-not will utilize these net operating loss carryforwards before expiration and, accordingly, has not recorded any valuation allowance.

The Company is under examination by tax authorities in the United States and Canada and remains subject to examination until the applicable statutes of limitation expire. The statutes of limitation for the material jurisdictions in which the Company files income tax returns remain open as follows:

United States — Federal	1996, 1997, 2000 - 2008, 2009 and forward
United States — Material States	2010 and forward
Canada	2004 and forward

The statutes of limitation with respect to the Company's 1996, 1997, and 2000-2007 U.S. federal income tax returns are open by waiver only, in connection with Mutual Agreement Procedure proceedings under the income tax treaty between the U.S. and Canada. The statute of limitation with respect to the Company's 2008 U.S. federal income tax return is open by waiver only, in connection with Advance Pricing Agreement negotiations between the U.S. and Canada. The statute of limitation with respect to the Company's 2009 U.S. Federal income tax return is open by waiver in connection with the IRS examination of that year.

The recognition and measurement of tax benefits associated with uncertain income tax positions requires the use of judgment and estimates by management, which are inherently subjective. Changes in judgment about uncertain tax positions taken in previous periods may result from new information concerning an uncertain tax position, completion of an audit, or expiration of statutes of limitation. These changes may create volatility in the Company's effective tax rate in future periods.

The following table sets forth the reconciliation of gross unrecognized tax benefits:

	December 31,		
	2013	2012	2011
		(In thousands)	
Beginning balance January 1	$ 21,075	$ 20,878	$ 3,394
Additions based on tax positions related to the current year	1,573	929	265
Additions for tax positions of prior years*	4,566	1,224	20,064
Additions for acquired tax positions	1,428	1,825	—
Reductions for tax positions of prior years	—	(85)	(2,161)
Settlements	(2,226)	(3,400)	(512)
Lapse in statute of limitations	(310)	(296)	(172)
Foreign currency translation	(558)	—	—
Ending balance December 31	$ 25,548	$ 21,075	$ 20,878

*In 2011, additions for tax positions of prior years primarily relate to transfer pricing adjustments made by Canada Revenue Agency, which are subject to Mutual Agreement Procedure proceedings under the U.S./Canada income tax treaty. The Company recorded an offsetting deferred tax asset in the amount of $23.1 million, excluding interest, related to the correlative impact of these adjustments on the Company's U.S. income tax liability.

The total amount of unrecognized tax benefits were $25.5 million, $21.1 million, and $20.9 million as of December 31, 2013, 2012, and 2011, respectively. The amount of unrecognized tax benefits that would affect the effective tax rate if recognized in the consolidated financial statements was $25.7 million, $21.2 million, and $19.7 million, respectively. These amounts would be offset by deferred tax expense resulting from the reversal of the deferred tax asset discussed above. The amounts recognized would be discrete items in the quarter recognized.

It is reasonably possible that the amount of unrecognized tax benefits will decrease by approximately $19.6 million within the next twelve months due to the effective settlement of uncertain tax positions related to transfer pricing adjustments made by Canada Revenue Agency and/or the expiration of statutes of limitation. Of this amount, approximately $16.4 million could be offset by deferred tax expense as discussed above.

The Company classifies interest related to unrecognized tax benefits as interest expense in the consolidated statement of income. As of December 31, 2013, 2012 and 2011, WESCO had an accrued liability of $8.6 million, $8.0 million and $11.4 million respectively, for interest expense related to unrecognized tax benefits. The Company classifies penalties related to unrecognized tax benefits as part of income tax expense. Penalties recorded as part of income tax expense were immaterial in amount in 2013, 2012, and 2011, respectively.

10. 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:

	Year Ended December 31		
	2013	2012	2011
(In thousands, except per share data)			
Net income attributable to WESCO International, Inc.	$ 276,430	$ 201,777	$ 196,251
Weighted average common shares outstanding used in computing basic earnings per share	44,148	43,677	43,220
Common shares issuable upon exercise of dilutive stock options	1,121	1,147	1,179
Common shares issuable from contingently convertible debentures (see below for basis of calculation)	7,381	6,310	5,224
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	52,650	51,133	49,623
Earnings per share attributable to WESCO International, Inc.			
Basic	$ 6.26	$ 4.62	$ 4.54
Diluted	$ 5.25	$ 3.95	$ 3.96

As of December 31, 2013, 2012 and 2011, the computation of diluted earnings per share attributable to WESCO International, Inc. excluded stock-settled stock appreciation rights of approximately 0.3 million, 0.9 million and 1.2 million at weighted average exercise prices of $66.08 per share, $64.17 per share and $62.48 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 2029 Debentures in cash, WESCO is not required to include any shares underlying the 2029 Debentures in its diluted weighted average shares outstanding until the average stock price per share for the period exceeds the conversion price of 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) will be included, which is based upon the amount by which the average stock price exceeds the conversion price. The conversion price of the 2029 Debentures is $28.87. Share dilution is limited to a maximum of 11,948,513 shares for the 2029 Debentures. For the periods ended December 31, 2013, 2012, and 2011, the effect of the 2029 Debentures on diluted earnings per share attributable to WESCO International, Inc. was a decrease of $0.86, $0.56, and $0.47, respectively.

11. EMPLOYEE BENEFIT PLANS

Defined Contribution Plans

A majority of WESCO's employees are covered by defined contribution retirement savings plans for their service 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. Discretionary employer contributions charges of $18.6 million and $16.2 million were incurred 2012 and 2011, respectively. For the years ended December 31, 2013, 2012 and 2011, WESCO incurred charges of $22.1 million, $31.8 million, and $27.6 million, respectively, for all such plans. 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.

Defined Benefit Plans

In connection with the December 14, 2012 acquisition of EECOL discussed in Note 5, the Company assumed a contributory defined benefit plan covering all employees of EECOL. The plan provides retirement benefits based on earnings and credited service, and participants may contribute 2% of their earnings to the plan. Participants become 100% vested after two years of continuous service.

The Company also assumed EECOL's Supplemental Executive Retirement Plan (SERP) which provides additional pension benefits to certain executives based on earnings, credited service, and executive service. Participants in the plan are vested after two years of continuous service and may contribute 4% of their earnings to the plan.

The following tables present the changes in benefit obligations, plan assets and funded status for the pension plans and the components of net periodic pension cost.

Year ended December 31 (In thousands)	2013	2012
Accumulated Benefit Obligation (ABO) at December 31	$ 74,196	$ 80,252
Change in Projected Benefit Obligation (PBO)		
PBO at beginning of year	$ 103,466	$ —
Effect of acquisition	—	102,829
Service cost	4,082	158
Interest cost	4,556	217
Participant contributions	946	85
Actuarial loss (gain), including assumption changes	(5,505)	277
Benefits paid	(3,754)	(100)
Foreign currency exchange rate changes	(6,931)	—
PBO at end of year	$ 96,860	$ 103,466
Change in Fair Value of Plan Assets		
Plan assets at beginning of year	$ 61,450	$ —
Effect of acquisition	—	60,297
Actual return on plan assets	8,515	870
Employee contributions	946	85
Company contributions	24,543	298
Benefits paid	(3,754)	(100)
Foreign currency exchange rate changes	(4,094)	—
Plan assets at end of year	$ 87,606	$ 61,450
Funded status	$ (9,254)	$ (42,016)
Amounts recognized in the balance sheet		
Current liabilities	$ (460)	$ (201)
Non-current liabilities	(8,794)	(41,815)
Net pension liability at end of year	$ (9,254)	$ (42,016)
Amounts recognized in Accumulated Other Comprehensive Loss Before Tax		
Net actuarial loss (gain)	$ (10,331)	$ (414)
Prior service cost	—	—
Total recognized in accumulated other comprehensive loss	$ (10,331)	$ (414)

Year ended December 31 (In thousands)	2013	2012
Net Periodic Pension Cost		
Service cost	$ 4,082	$ 158
Interest cost	4,556	217
Expected return on plan assets	(4,103)	(177)
Total net periodic pension cost	$ 4,535	$ 198
Other Changes in Plan Assets and Projected Benefit Obligation Recognized in Other Comprehensive Earnings		
Net actuarial loss (gain)	$ (9,917)	$ (416)
Total recognized in other comprehensive earnings	$ (9,917)	$ (416)
Total recognized in net periodic pension cost and other comprehensive earnings	$ (5,382)	$ (218)

Actuarial assumptions used to determine benefit obligations at December 31, 2013 and 2012 are as follows:

	2013		2012	
	Pension Plan	SERP	Pension Plan	SERP
Discount rate	4.9%	4.9%	4.5%	4.5%
Rate of compensation increase	4.0%	4.0%	4.0%	4.0%

Actuarial assumptions used to determine net periodic pension cost for the year ended December 31, 2013 are as follows:

	2013		2012	
	Pension Plan	SERP	Pension Plan	SERP
Discount rate	4.5%	4.5%	4.5%	4.5%
Expected long-term return on assets	6.3%	n/a	6.3%	n/a
Rate of compensation increase	4.0%	4.0%	4.0%	4.0%

The following benefit payments, which reflect expected future service, are expected to be paid:

Years ending December 31 (In thousands)	
2014	$ 2,161
2015	2,334
2016	2,427
2017	2,549
2018	2,608
2019-2024	19,297

The Company expects to contribute approximately $3.0 million to the plans in 2014.

The Company's pension plan weighted asset allocations as of December 31, 2013 by asset category are as follows:

Asset Category	
Equity securities	57.1%
Debt securities	42.9%
	100.0%

The Plan's long-term overall objective is to maintain benefits at their current level without affecting the cost of maintaining the plan, assuming that the demographic make-up of the group of members remains the same.

The primary investment objective, in support of the overall objective, is to earn the highest rate of return possible for the Plan, while keeping risk at acceptable levels. The long-term return objective of the Plan is to achieve a minimum annualized rate of return in excess of the actuarial requirements. This translates into a required return of 3.5% percent above inflation, net of investment management fees. The return objective is consistent with the overall investment risk level that the Plan assumes in order to meet the pension obligations of the Plan. To achieve this long term investment objective, the Plan has adopted an asset mix that has a combination of equity and fixed income investments. Risk is controlled by investing in a well-diversified portfolio of asset classes. To meet this objective, a benchmark portfolio is established based on the expected returns for each asset class available. The investment of the Plan's assets in accordance with the benchmark portfolio should enable the Plan to not only attain, but also exceed the minimum overall objective.

The following table presents the target asset mix based on market value for each investment category within which the investment managers must invest the Plan's assets. The manager is required to rebalance the asset mix back to the target on a quarterly basis.

Asset Category	Target %
Canadian equities	25%
U.S. equities	15%
Non-North American equities	20%
Total equities	60%
Fixed income bond managers	40%

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset and liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

The following section describes the valuation methodologies used by the trustees to measure the fair value of plan assets, including an indication of the level in the fair value hierarchy in which each type of asset is generally classified.

Equity Securities. These securities consist of the plan's share of segregated funds that invest in the stock of publicly traded companies and are valued at the net asset value of shares held at December 31. As such, these securities are generally included in Level 2.

Debt Securities. These securities consist of segregated funds that invest in publicly traded U.S and non-U.S. fixed interest obligations and government securities and are valued through consultation and evaluation with brokers in the institutional market using other observable market data. As such, these securities are generally included in Level 2. Also, these securities include cash and cash equivalents consisting of money market funds and are generally valued using quoted prices or observable market data. As such, these funds are included in Level 1.

The fair value methods described above may not be indicative of net realizable value or reflective of future fair values. Additionally, while the Company believes the valuation method used by the plan's trustee is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table represents the fair value of plan assets classified under the appropriate level of fair value hierarchy:

	Level 1	Level 2	Level 3	Total
Equity securities	$ —	$ 50,023	$ —	$ 50,023
Debt securities	389	37,194	—	37,583
Total investments	$ 389	$ 87,217	$ —	$ 87,606

12. STOCK-BASED COMPENSATION

WESCO has sponsored four stock option plans: the 1999 Long-Term Incentive Plan, as amended and restated (“LTIP”), the 1998 Stock Option Plan, the Stock Option Plan for Branch Employees and the 1994 Stock Option Plan. The LTIP was designed to be the successor plan to all prior plans. Any shares remaining reserved for future issuance under the prior plans are available for issuance under the LTIP. The LTIP and predecessor plans are administered by the Compensation Committee of the Board of Directors.

On May 30, 2013, the Company renewed and restated the LTIP, increasing the maximum number of shares of common stock that may be issued under the plan by 1.6 million shares to 4.0 million. Under the LTIP, the total number of shares of Common Stock authorized to be issued under the LTIP will be reduced by 1 share of Common Stock for every 1 share that is subject to an option or stock appreciation right granted under the LTIP on or after May 30, 2013, and 1.83 shares of Common Stock for every 1 share that was subject to an award other than an option or stock appreciation right granted on or after May 30, 2013. As of December 31, 2013, 4.0 million shares of common stock were reserved under the LTIP for future equity award grants.

Except for the performance-based award, awards granted vest and become exercisable once criteria based on time is achieved. Performance-based awards vest based on market or performance conditions. All awards vest immediately in the event of a change in control. Each award terminates on the tenth anniversary of its grant date unless terminated sooner under certain conditions.

WESCO recognized $15.9 million, $15.1 million and $15.4 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, in 2013, 2012 and 2011, respectively. As of December 31, 2013, there was $17.2 million of total unrecognized compensation expense related to non-vested stock-based compensation arrangements for all awards previously made of which approximately $10.7 million is expected to be recognized in 2014, $5.7 million in 2015 and $0.8 million in 2016.

The total intrinsic value of awards exercised during the years ended December 31, 2013, 2012, and 2011 was $23.4 million, $41.1 million, and $13.8 million, respectively. The total amount of cash received from the exercise of options was less than $0.1 million, $3.2 million, and $0.4 million, respectively. The tax benefit associated with the exercise of stock options and stock-settled stock appreciation rights totaled $8.4 million, $11.4 million, and $5.4 million in 2013, 2012, and 2011, respectively. WESCO uses the direct only method and tax law ordering approach to calculate the tax effects of stock-based compensation. The tax benefit was recorded as a credit to additional paid-in capital.

The following table sets forth a summary of both stock options and stock appreciation rights and related information for the years indicated:

	2013				2012		2011	
	Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value (In thousands)	Awards	Weighted Average Exercise Price	Awards	Weighted Average Exercise Price
Beginning of year	3,142,021	$ 45.40			4,266,533	$ 39.64	4,498,303	$ 36.38
Granted	253,999	72.26			257,932	64.12	399,260	59.16
Exercised	(659,872)	53.08			(1,340,986)	30.54	(543,154)	25.83
Cancelled	(20,497)	61.26			(41,458)	49.96	(87,876)	46.86
End of year	2,715,651	45.93	5.4	$ 122,586	3,142,021	45.40	4,266,533	39.64
Exercisable at end of year	2,192,800	$ 40.94	4.7	$ 109,934	2,450,391	$ 43.16	3,176,161	$ 39.23

WESCO granted the following stock-settled stock appreciation rights at the following weighted average assumptions:

	2013	2012	2011
Stock-settled appreciation rights granted	253,999	257,932	399,260
Risk free interest rate	0.9%	0.9%	2.3%
Expected life (in years)	5.0	5.0	5.0
Expected volatility	50%	50%	49%

The following table sets forth a summary of time-based restricted stock units and related information for the year ended December 31, 2013:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2012	187,335	$ 52.28
Granted	69,393	72.15
Vested	(65,705)	33.63
Forfeited	(6,277)	61.03
Unvested at December 31, 2013	184,746	$ 66.08

The weighted average fair value per stock-settled appreciation right granted was $31.34, $27.89 and $26.46 for the years ended December 31, 2013, 2012 and 2011, respectively. The weighted average fair value per restricted stock unit granted was $72.15, $64.27 and $60.05 for the years ended December 31, 2013, 2012 and 2011, respectively.

The following table sets forth a summary of performance-based awards for the year ended December 31, 2013:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2012	46,500	$ 75.72
Granted	48,058	78.20
Vested	—	—
Forfeited	(2,074)	76.66
Unvested at December 31, 2013	92,484	$ 76.98

The unvested performance-based awards at December 31, 2013 includes 46,242 market-based performance awards. The number of shares that vest from these awards will be dependent upon WESCO's total stockholder return over a three-year period in relation to the total stockholder return of a select group of peer companies. These awards are valued based upon a Monte Carlo simulation model. The probability of meeting the market criteria was considered when calculating the estimated fair market value on the date of grant. These awards were accounted for as awards with market conditions, which are recognized over the service period, regardless of whether the market conditions are achieved and the awards ultimately vest.

The fair value of the performance shares based on total stockholder return granted during the year ended December 31, 2013 were estimated using the following weighted-average assumptions:

Weighted Average Assumptions		
Grant date share price	$	72.15
WESCO expected volatility		37.8%
Peer group median volatility		29.1%
Risk-free interest rate		0.38%
Correlation		116.8%

Vesting of the remaining 46,242 shares of performance-based awards in the table above will be dependent upon the three-year average growth rate of WESCO's net income. These awards are valued based upon the grant-date closing price of WESCO's common stock. These awards were accounted for as awards with performance conditions, accordingly stock-based compensation expense is recognized over the performance period and considers the probability that the performance targets will be achieved.

13. COMMITMENTS AND CONTINGENCIES

Future minimum rental payments required under operating leases, primarily for real property that have noncancelable lease terms in excess of one year as of December 31, 2013, are as follows:

(In thousands)		
2014	$	55,952
2015		49,941
2016		42,268
2017		34,818
2018		26,077
Thereafter		63,753

Rental expense for the years ended December 31, 2013, 2012 and 2011 was $60.0 million, $50.0 million and $48.0 million, respectively.

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

As initially reported in our 2008 Annual Report on Form 10-K, WESCO is a defendant in a lawsuit filed in a state court in Indiana in which a customer, ArcelorMittal Indiana Harbor, Inc. ("AIH"), alleges that the Company sold defective products to AIH in 2004 that were supplied to the Company by others. The lawsuit sought monetary damages in the amount of approximately $50 million. On February 14, 2013, the jury returned a verdict in favor of AIH and awarded damages in the amount of approximately $36.1 million, and judgment was entered on the jury's verdict. As a result, the Company recorded a $36.1 million charge to selling, general and administrative expenses in 2012. The Company disputes this outcome and filed a post-trial motion challenging the verdict alleging various errors that occurred during trial. The Company received letters from its insurers confirming insurance coverage of the matter and recorded a receivable in the quarter ended March 31, 2013 in an amount equal to the previously recorded liability. AIH also filed a post-trial motion asking the court to award additional amounts to AIH, including prejudgment and post-judgment interest. The Court denied the Company's post-trial motion on June 28, 2013 and granted in part AIH's motion, awarding prejudgment interest in the amount of $3.9 million and ordering post-judgment interest to accrue on the entire judgment at 8% per annum. In the quarter ended June 30, 2013, the Company received letters from its insurers confirming insurance coverage of all prejudgment and post-judgment interest related to the matter, and recorded a liability and a corresponding receivable in the amount of $4.7 million for all interest accrued in connection with this matter. Final judgment was entered by the court on July 16, 2013, and the Company is appealing the judgment. The Company has recorded an additional liability and a corresponding receivable in the amount of $1.6 million for post-judgment interest accrued in connection with this matter in the second half of 2013. The judgment may increase or decrease based on the outcome of the appellate proceedings that cannot be predicted with certainty.

14. SEGMENTS AND RELATED INFORMATION

WESCO provides distribution of product and services through its eleven operating segments which have been aggregated as one reportable segment. WESCO has over 250,000 unique product stock keeping units and markets more than 1,000,000 products for customers. There were no material amounts of sales or transfers among geographic areas and no material amounts of export sales.

WESCO attributes revenues from external customers to individual countries on the basis of the point of sale. The following table sets forth information about WESCO by geographic area:

	Net Sales Year Ended December 31,						Long-Lived Assets December 31,		
	2013		2012		2011		2013	2012	2011
(In thousands)									
United States	$ 5,275,275	70%	$ 5,215,849	79%	$ 4,994,641	82%	$ 137,904	$ 144,947	$ 131,988
Canada	1,882,313	25%	1,084,109	17%	900,551	15%	93,642	100,366	24,609
Mexico	90,152	1%	92,370	1%	84,871	1%	615	532	573
Subtotal North American Operations	7,247,740		6,392,328		5,980,063		232,161	245,845	157,170
Other International	265,602	4%	186,973	3%	145,655	2%	11,115	6,047	771
Total	$ 7,513,342		$ 6,579,301		$ 6,125,718		$ 243,276	$ 251,892	$ 157,941

The following table sets forth sales information about WESCO’s sales by product category:

Year Ended December 31,	**2013**	**2012**	**2011**
(percentages based on total sales)			
General and Industrial Supplies	40%	36%	34%
Wire, Cable and Conduit	16%	17%	18%
Data and Broadband Communications	14%	15%	17%
Power Distribution Equipment	11%	13%	11%
Lighting and Controls	10%	9%	9%
Control, Automation and Motors	9%	10%	11%

15. OTHER FINANCIAL INFORMATION

WESCO International has outstanding $344.9 million in aggregate principal amount of 2029 Debentures. The 2029 Debentures are fully and unconditionally guaranteed by WESCO Distribution, a 100% owned subsidiary of WESCO International, on a senior subordinated basis to all existing and future senior indebtedness of WESCO Distribution.

WESCO Distribution has $500 million aggregate principal amount of 2021 Notes. The 2021 Notes are unsecured senior obligations of WESCO Distribution and are guaranteed on a senior unsecured basis by WESCO International.

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING BALANCE SHEETS

	December 31, 2013 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	$ —	$ 31,695	$ 92,030	$ —	$ 123,725
Trade accounts receivable, net	—	—	1,045,054	—	1,045,054
Inventories, net	—	351,242	436,082	—	787,324
Other current assets	22	166,540	120,365	(44,489)	242,438
Total curent assets	22	549,477	1,693,531	(44,489)	2,198,541
Intercompany receivables, net	—	—	1,906,785	(1,906,785)	—
Property, buildings and equipment, net	—	59,569	139,085	—	198,654
Intangible assets, net	—	5,404	433,763	—	439,167
Goodwill and other intangibles, net	—	246,125	1,488,266	—	1,734,391
Investments in affiliates and other noncurrent assets	3,137,418	3,722,902	—	(6,860,320)	—
Other noncurrent assets	4,361	15,627	26,367	—	46,355
Total assets	$ 3,141,801	$ 4,599,104	$ 5,687,797	$ (8,811,594)	$ 4,617,108
Accounts payable	$ —	$ 410,017	$ 325,080	$ —	$ 735,097
Short-term debt	—	—	37,551	—	37,551
Other current liabilities	11,920	114,894	189,616	(44,489)	271,941
Total current liabilities	11,920	524,911	552,247	(44,489)	1,044,589
Intercompany payables, net	1,168,507	738,278	—	(1,906,785)	—
Long-term debt	174,149	675,424	598,061	—	1,447,634
Other noncurrent liabilities	22,416	220,650	117,028	—	360,094
Total WESCO International stockholders’ equity	1,764,809	2,439,841	4,420,479	(6,860,320)	1,764,809
Noncontrolling interest	—	—	(18)	—	(18)
Total liabilities and stockholders’ equity	$ 3,141,801	$ 4,599,104	$ 5,687,797	$ (8,811,594)	$ 4,617,108

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING BALANCE SHEETS (continued)

	December 31, 2012 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	$ —	$ 52,275	$ 33,824	$ —	$ 86,099
Trade accounts receivable, net	—	—	1,036,235	—	1,036,235
Inventories, net	—	347,008	446,966	—	793,974
Other current assets	—	66,107	118,404	1,018	185,529
Total current assets	—	465,390	1,635,429	1,018	2,101,837
Intercompany receivables, net	—	—	1,756,898	(1,756,898)	—
Property, buildings and equipment, net	—	58,523	152,200	—	210,723
Intangible assets, net	—	6,153	490,608	—	496,761
Goodwill and other intangibles, net	—	246,125	1,531,672	—	1,777,797
Investments in affiliates	2,918,779	3,590,772	—	(6,509,551)	—
Other noncurrent assets	4,671	16,842	19,656	1,342	42,511
Total assets	$ 2,923,450	$ 4,383,805	$ 5,586,463	$ (8,264,089)	$ 4,629,629
Accounts payable	$ —	$ 401,016	$ 305,564	$ —	$ 706,580
Short-term debt	—	—	30,136	—	30,136
Other current liabilities	16,779	100,956	152,526	1,018	271,279
Total current liabilities	16,779	501,972	488,226	1,018	1,007,995
Intercompany payables, net	1,153,562	603,336	—	(1,756,898)	—
Long-term debt	171,213	847,761	676,439	—	1,695,413
Other noncurrent liabilities	28,099	190,294	152,795	1,342	372,530
Total WESCO International stockholders’ equity	1,553,797	2,240,442	4,269,109	(6,509,551)	1,553,797
Noncontrolling interest	—	—	(106)	—	(106)
Total liabilities and stockholders’ equity	$ 2,923,450	$ 4,383,805	$ 5,586,463	$ (8,264,089)	$ 4,629,629

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

	Year ended December 31, 2013 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	$ —	$ 3,386,043	$ 4,253,666	$ (126,367)	$ 7,513,342
Cost of goods sold	—	2,700,692	3,393,567	(126,367)	5,967,892
Selling, general and administrative expenses	29	485,575	511,206	—	996,810
Depreciation and amortization	—	18,331	49,311	—	67,642
Results of affiliates' operations	294,137	207,630	—	(501,767)	—
Interest expense, net	23,918	75,294	(13,605)	—	85,607
Loss on debt extinguishment	—	13,225	—	—	13,225
Loss on sale of Argentina business	—	—	2,315	—	2,315
Provision for income taxes	(6,327)	25,657	84,003	—	103,333
Net income (loss)	276,517	274,899	226,869	(501,767)	276,518
Less: Net loss attributable to noncontrolling interest	—	—	88	—	88
Net income (loss) attributable to WESCO International, Inc.	$ 276,517	$ 274,899	$ 226,781	$ (501,767)	$ 276,430
Comprehensive income:					
Foreign currency translation adjustment	(83,172)	(83,172)	(83,172)	166,344	(83,172)
Post retirement benefit plan adjustments	7,673	7,673	7,673	(15,346)	7,673
Comprehensive income attributable to WESCO International, Inc.	$ 201,018	$ 199,400	$ 151,282	$ (350,769)	$ 200,931

	Year ended December 31, 2012 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	$ —	$ 3,442,714	$ 3,265,007	$ (128,420)	$ 6,579,301
Cost of goods sold	—	2,738,941	2,637,334	(128,420)	5,247,855
Selling, general and administrative expenses	59	593,400	367,555	—	961,014
Depreciation and amortization	—	15,208	22,353	—	37,561
Results of affiliates' operations	218,398	168,876	—	(387,274)	—
Interest expense, net	23,163	46,864	(22,265)	—	47,762
Loss on debt extinguishment	—	3,470	—	—	3,470
Provision for income taxes	(6,583)	13,846	72,617	—	79,880
Net income	201,759	199,861	187,413	(387,274)	201,759
Less: Net loss attributable to noncontrolling interest	—	—	(18)	—	(18)
Net income attributable to WESCO International, Inc.	$ 201,759	$ 199,861	$ 187,431	$ (387,274)	$ 201,777
Comprehensive income:					
Foreign currency translation adjustment	(9,013)	(9,013)	(9,013)	18,026	(9,013)
Comprehensive income attributable to WESCO International, Inc.	$ 192,746	$ 190,848	$ 178,418	$ (369,248)	$ 192,764

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENTS OF INCOME AND COMPREHENSIVE INCOME (continued)

	Year ended December 31, 2011 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	$ —	$ 3,230,753	$ 2,998,639	$ (103,674)	$ 6,125,718
Cost of goods sold	—	2,585,978	2,406,845	(103,674)	4,889,149
Selling, general and administrative expenses	70	546,901	325,012	—	871,983
Depreciation and amortization	—	11,995	19,612	—	31,607
Results of affiliates' operations	213,476	164,787	—	(378,263)	—
Interest expense, net	23,990	49,297	(19,684)	—	53,603
Other income	—	—	—	—	—
Provision for income taxes	(7,004)	6,475	83,665	—	83,136
Net income attributable to WESCO International, Inc.	$ 196,420	$ 194,894	$ 183,189	$ (378,263)	$ 196,240
Less: Net loss attributable to noncontrolling interest	—	—	(11)	—	(11)
Net income attributable to WESCO International, Inc.	$ 196,420	$ 194,894	$ 183,200	$ (378,263)	$ 196,251
Comprehensive income:					
Foreign currency translation adjustment	(12,576)	(12,576)	(12,576)	25,152	(12,576)
Comprehensive income attributable to WESCO International, Inc.	$ 183,844	$ 182,318	$ 170,624	$ (353,111)	$ 183,675

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

	Year ended December 31, 2013				
	(In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used) provided by operating activities	$ (10,716)	$ 209,501	$ 116,356	$ —	$ 315,141
Investing activities:					
Capital expenditures	—	(16,728)	(11,097)	—	(27,825)
Proceeds from sale of assets	—	—	10,807	—	10,807
Advances to subsidiaries and other	—	(14,945)	(1,205)	14,945	(1,205)
Net cash used in investing activities	—	(31,673)	(1,495)	14,945	(18,223)
Financing activities:					
Proceeds from issuance of debt	14,945	1,143,604	359,247	(14,945)	1,502,851
Repayments of debt	—	(1,327,916)	(412,561)	—	(1,740,477)
Other	(4,229)	(14,096)	(1,568)	—	(19,893)
Net cash provided provided by financing activities	10,716	(198,408)	(54,882)	(14,945)	(257,519)
Effect of exchange rate changes on cash and cash equivalents	—	—	(1,773)	—	(1,773)
Net change in cash and cash equivalents	—	(20,580)	58,206	—	37,626
Cash and cash equivalents at the beginning of year	—	52,275	33,824	—	86,099
Cash and cash equivalents at the end of period	$ —	$ 31,695	$ 92,030	$ —	$ 123,725

	Year ended December 31, 2012				
	(In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used) provided by operating activities	$ (19,476)	$ 680,813	$ (373,153)	$ —	$ 288,184
Investing activities:					
Capital expenditures	—	(18,697)	(4,387)	—	(23,084)
Acquisition payments	—	(142,483)	(1,146,997)	—	(1,289,480)
Advances to subsidiaries and other	—	(1,164,221)	1,558	1,164,221	1,558
Net cash used in investing activities	—	(1,325,401)	(1,149,826)	1,164,221	(1,311,006)
Financing activities:					
Proceeds from issuance of debt	17,224	1,145,300	2,326,063	(1,164,221)	2,324,366
Repayments of debt	—	(469,244)	(784,755)	—	(1,253,999)
Other	2,252	(23,605)	(4,966)	—	(26,319)
Net cash provided (used) by financing activities	19,476	652,451	1,536,342	(1,164,221)	1,044,048
Effect of exchange rate changes on cash and cash equivalents	—	—	1,004	—	1,004
Net change in cash and cash equivalents	—	7,863	14,367	—	22,230
Cash and cash equivalents at the beginning of year	—	44,412	19,457	—	63,869
Cash and cash equivalents at the end of period	$ —	$ 52,275	$ 33,824	$ —	$ 86,099

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS (continued)

	Year ended December 31, 2011 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used) provided by operating activities	$ (12,342)	$ 61,384	$ 118,491	$ —	$ 167,533
Investing activities:					
Capital expenditures	—	(28,602)	(4,745)	—	(33,347)
Acquisition payments	—	(7,750)	(40,343)	—	(48,093)
Sale of subsidiary	—	—	97	—	97
Advances to subsidiaries and other	—	(54,698)	—	54,698	—
Net cash used in investing activities	—	(91,050)	(44,991)	54,698	(81,343)
Financing activities:					
Proceeds from issuance of debt	14,355	291,300	397,600	(54,698)	648,557
Repayments of debt	—	(264,400)	(466,497)	—	(730,897)
Other	(2,013)	14,837	(1,392)	—	11,432
Net cash provided (used) by financing activities	12,342	41,737	(70,289)	(54,698)	(70,908)
Effect of exchange rate changes on cash and cash equivalents	—	—	(4,990)	—	(4,990)
Net change in cash and cash equivalents	—	12,071	(1,779)	—	10,292
Cash and cash equivalents at the beginning of year	—	32,341	21,236	—	53,577
Cash and cash equivalents at the end of period	$ —	$ 44,412	$ 19,457	$ —	$ 63,869

The Company revised its condensed consolidating balance sheet as of December 31, 2012 to include WESCO Finance Corporation ("WESCO Finance"), a subsidiary of WESCO International, as a non-guarantor subsidiary. Previously, WESCO Finance was included in the WESCO International column of the Company's condensed consolidating balance sheets. In doing so, the Company recorded the $480.2 million investment in WESCO Finance as an increase in investments in affiliates, with an offsetting increase in intercompany payables, net. The Company increased intercompany receivables, net by $679.9 million with a corresponding increase in stockholders' equity of non-guarantor subsidiaries to record WESCO Finance as a non-guarantor subsidiary. Additionally, the Company recorded the cumulative accrued interest payable of $198.1 million related to an intercompany loan between WESCO Distribution and WESCO Finance by adjusting the stockholders' equity of WESCO Distribution at December 31, 2012 with a corresponding increase in intercompany payables, net. The Company also decreased non-current liabilities of WESCO International by $1.6 million with a corresponding increase to intercompany payable, net at December 31, 2012. The Company made additional immaterial revisions related to other intercompany transactions in the condensed consolidating balance sheet at December 31, 2012.

The Company revised its condensed consolidating statements of income and comprehensive income for interest expense related to intercompany borrowings, increasing interest expense of WESCO Distribution by $29.2 million and $27.9 million and decreasing interest expense of non-guarantor subsidiaries by $29.2 million and $27.9 million for the years ended December 31, 2012 and 2011, respectively. In addition, the Company revised its methodology for allocating income tax expense during interim reporting periods, resulting in a decrease in income tax expense of WESCO International by $17.1 million and $16.3 million, a decrease in income tax expense of WESCO Distribution by $9.6 million and $5.0 million and an increase in income tax expense of non-guarantor subsidiaries by $26.7 million and $21.3 million for the years ended December 31, 2012 and 2011, respectively.

The Company revised its condensed statements of cash flows to present proceeds from issuance of debt and repayments of debt for the years ended December 31, 2012 and 2011. For the year ended December 31, 2012, the Company revised its condensed statement of cash flows to properly classify debt between WESCO Distribution (proceeds of $1,145.3 million and repayments of $469.2 million) and non-guarantor subsidiaries (proceeds of $1,179.1 million and repayments of $784.8 million). For the year ended December 31, 2011, the Company revised its condensed statement of cash flows to properly classify debt between WESCO Distribution (proceeds of $291.3 million and repayments of $264.4 million) and non-guarantor subsidiaries (proceeds of $357.3 million and repayments of $466.5 million). The Company revised its condensed consolidating statements of cash flows for 2012 to reflect a $3.6 million advance from WESCO International to WESCO Distribution, and for 2011 to reflect a $7.5 million advance from WESCO Distribution to WESCO International.

The impact of the revisions noted above, which the Company has determined is not material to the consolidated financial statements taken as a whole, did not have any impact on the consolidated amounts previously reported, nor did they impact the Company's obligations under the 2029 Debentures. The prior period condensed consolidating financial statements will be similarly revised as the information is presented in the Company's first quarter Form 10-Q filing for 2014.

16. SELECTED QUARTERLY FINANCIAL DATA (unaudited)

The following table sets forth selected quarterly financial data for the years ended December 31, 2013 and 2012:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2013				
Net Sales	$ 1,808,059	$ 1,893,953	$ 1,931,260	$ 1,880,070
Cost of goods sold	1,426,979	1,501,403	1,535,609	1,503,901
Income from operations	136,907	109,891	123,646	110,554
Income before income taxes	114,981	88,122	100,027	76,721
Net income	84,094	65,351	69,118	57,955
Net income attributable to WESCO International, Inc.	83,989	65,285	69,162	57,994
Basic earnings per share attributable to WESCO International, Inc. (A)	1.91	1.48	1.57	1.31
Diluted earnings per share attributable to WESCO International, Inc.(B)	1.60	1.25	1.32	1.09
2012				
Net Sales	$ 1,606,018	$ 1,672,734	$ 1,656,186	$ 1,644,363
Cost of goods sold	1,286,268	1,337,062	1,317,432	1,307,093
Income from operations	83,532	96,051	103,032	50,356
Income before income taxes	74,570	84,574	90,378	32,117
Net income	52,940	58,932	63,391	26,496
Net income attributable to WESCO International, Inc.	52,978	58,874	63,415	26,510
Basic earnings per share attributable to WESCO International, Inc. (A)	1.22	1.35	1.45	0.60
Diluted earnings per share attributable to WESCO International, Inc.(B)	1.03	1.15	1.25	0.52

(A) Earnings per share (EPS) in each quarter is computed using the weighted average number of shares outstanding during the quarter while EPS for the full year is computed by taking the average of the weighted average number of shares outstanding each quarter. Thus, the sum of the four quarters' EPS may not equal the full-year EPS.

(B) Diluted EPS in each quarter is computed using the weighted average number of shares outstanding and common share equivalents during that quarter while Diluted EPS for the full year is computed by taking the average of the weighted average number of shares outstanding and common share equivalents each quarter. Thus, the sum of the four quarters' Diluted EPS may not equal the full-year Diluted EPS.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. 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.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Exchange Act Rule 13a-15(f). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control — Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control — Integrated Framework*, our management concluded that our internal control over financial reporting was effective as of December 31, 2013.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2013 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

Changes in Internal Control Over Financial Reporting

During the last fiscal quarter of 2013, there were no changes in the Company's internal control over financial reporting identified in connection with management's evaluation of the effectiveness of the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information set forth under the captions “Board of Directors” and “Executive Officers” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders is incorporated herein by reference.

Codes of Business Ethics and Conduct

We have adopted a Code of Business Ethics and Conduct (“Code of Conduct”) that applies to our Directors, officers and employees that is available on our website at *www.wesco.com* by selecting the “Investors” tab followed by the “Corporate Governance” heading. Any amendment or waiver of the Code of Conduct for our officers or Directors will be disclosed promptly at that location on our website.

We also have adopted a Senior Financial Executive Code of Principles for Senior Executives (“Senior Financial Executive Code”) that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing these functions. The Senior Financial Executive Code is also available at that same location on our website. We intend to timely disclose any amendment or waiver of the Senior Financial Executive Code on our website and will retain such information on our website as required by applicable SEC rules.

A copy of the Code of Conduct and/or Senior Financial Executive Code may also be obtained upon request by any stockholder, without charge, by writing to us at WESCO International, Inc., 225 West Station Square Drive, Suite 700, Pittsburgh, Pennsylvania 15219, Attention: Corporate Secretary.

The information required by Item 10 that relates to our Directors and executive officers is incorporated by reference from the information appearing under the captions “Corporate Governance”, “Board and Committee Meetings” and “Security Ownership” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders that is to be filed with the SEC pursuant to the Exchange Act within 120 days of the end of our fiscal year on December 31, 2013.

Item 11. Executive Compensation.

The information set forth under the captions “Compensation Discussion and Analysis” and “Director Compensation” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information set forth under the caption “Security Ownership” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders is incorporated herein by reference.

The following table provides information as of December 31, 2013 with respect to the shares of our common stock that may be issued under our existing equity compensation plans:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by security holders	2,992,881	$ 40.94	3,952,211
Equity compensation plans not approved by security holders	—	—	—
Total	2,992,881	$ 40.94	3,952,211

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information set forth under the captions “Transactions with Related Persons” and “Corporate Governance” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services.

The information set forth under the caption “Independent Registered Public Accounting Firm Fees and Services” in our definitive Proxy Statement for our 2014 Annual Meeting of Stockholders is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedule.

The financial statements, financial statement schedule and exhibits listed below are filed as part of this annual report:

(a) *(1)* ***Financial Statements***

The list of financial statements required by this item is set forth in Item 8, "Financial Statements and Supplementary Data," and is incorporated herein by reference.

(2) ***Financial Statement Schedule***

Schedule II — Valuation and Qualifying Accounts

(b) ***Exhibits***

Exhibit No.		Prior Filing or Sequential Page Number
2.1	Recapitalization Agreement, dated as of March 27, 1998, among Thor Acquisitions L.L.C., WESCO International, Inc. (formerly known as CDW Holding Corporation) and certain security holders of WESCO International, Inc.	Incorporated by reference to Exhibit 2.1 to WESCO's Registration Statement on Form S-4 (No. 333-43225)
2.2	Membership Interest Purchase Agreement, dated as of November 16, 2010, by and among WESCO Distribution, Inc., WDCH, LP, TVC Communications, L.L.C. and Palisades TVC Holding, L.L.C.	Incorporated by reference to Exhibit 2.1 to WESCO's Current Report on Form 8-K, dated November 16, 2010
2.3	Share Purchase Agreement, dated as of October 15, 2012, between WDCC Enterprises Inc., the Shareholders party thereto, EECOL Holdings Ltd., Jarich Holdings Ltd., EESA Corp., EESA Holdings Ltd. and EECOL Electric Corp.	Incorporated by reference to Exhibit 2.1 to WESCO's Current Report on Form 8-K, dated October 17, 2012
3.1	Restated Certificate of Incorporation of WESCO International, Inc.	Incorporated by reference to Exhibit 3.1 to WESCO's Registration Statement on Form S-4 (No. 333-70404)
3.2	Amended and Restated By-laws of WESCO International, Inc., effective as of September 28, 2009.	Incorporated by reference to Exhibit 3.1 to WESCO's Current Report on Form 8-K, dated September 28, 2009
4.1	Indenture, dated August 27, 2009, by and among WESCO International, Inc., WESCO Distribution, Inc. and The Bank of New York, as Trustee.	Incorporated by reference to Exhibit 4.1 to WESCO's Current Report on Form 8-K, dated August 27, 2009
4.2	Form of 6.0% Convertible Senior Debenture due 2029.	Incorporated by reference to Exhibit 4.1 to WESCO's Current Report on Form 8-K, dated August 27, 2009
4.3	Indenture, dated November 26, 2013, among WESCO Distribution, Inc. and U.S. Bank National Association, as trustee.	Incorporated by reference to Exhibit 4.1 to WESCO's Current Report on Form 8-K, dated November 27, 2013
4.4	Form of 5.375% Restricted Note due 2021.	Incorporated by reference to Exhibit A-1 to Exhibit 4.1 to WESCO's Current Report on Form 8-K, dated November 27, 2013
4.5	Form of 5.375% Unrestricted Note due 2021.	Incorporated by reference to Exhibit A-2 to Exhibit 4.1 to WESCO's Current Report on Form 8-K, dated November 27, 2013
10.1	Form of Stock Option Agreement.	Incorporated by reference to Exhibit 10.4 to WESCO's Registration Statement on Form S-4 (No. 333-43225)
10.2	Form of Amendment to Stock Option Agreement.	Incorporated by reference to Exhibit 10.2 to WESCO's Current Report on Form 8-K, dated March 2, 2006

Exhibit No.	Description of Exhibit	Prior Filing or Sequential Page Number
10.3	Form of Management Stock Option Agreement.	Incorporated by reference to Exhibit 10.2 to WESCO’s Quarterly Report on Form 10-Q for the quarter ended September 30, 1998
10.4	Form of Amendment to Management Stock Option Agreement.	Incorporated by reference to Exhibit 10.6 to WESCO’s Current Report on Form 8-K dated March 2, 2006
10.5	1999 Deferred Compensation Plan for Non-Employee Directors, as amended and restated September 20, 2007.	Incorporated by reference to Exhibit 10.5 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2011
10.6	1999 Long-Term Incentive Plan, as restated effective as of May 21, 2008.	Incorporated by reference to Appendix B to the Proxy Statement for the 2008 Annual Meeting of Stockholders filed on Schedule 14A on April 24, 2008
10.7	Form of Stock Appreciation Rights Agreement for Employees.	Incorporated by reference to Exhibit 10.7 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2011
10.8	Form of Restricted Stock Unit Agreement for Employees.	Incorporated by reference to Exhibit 10.8 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2011
10.9	Form of Stock Appreciation Rights Agreement for Non-Employee Directors.	Incorporated by reference to Exhibit 10.3 to WESCO’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2010
10.10	Form of Restricted Stock Unit Agreement for Non-Employee Directors.	Incorporated by reference to Exhibit 10.4 to WESCO’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2010
10.11	Amended and Restated Registration and Participation Agreement, dated as of June 5, 1998, among WESCO International, Inc. and certain security holders of WESCO International, Inc. named therein.	Incorporated by reference to Exhibit 10.19 to WESCO’s Registration Statement on Form S-4 (No. 333-43225)
10.12	Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009, by and among WESCO Receivables Corp., WESCO Distribution, Inc., the Purchasers and Purchaser Agents party thereto and PNC Bank, National Association (as successor to Wachovia Capital Markets, LLC), as Administrator.	Incorporated by reference to Exhibit 10.1 to WESCO’s Current Report on Form 8-K, dated April 13, 2009
10.13	First Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of August 31, 2009.	Incorporated by reference to Exhibit 10.4 to WESCO’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2009
10.14	Second Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of September 7, 2010.	Incorporated by reference to Exhibit 10.1 to WESCO’s Current Report on Form 8-K, dated September 7, 2010
10.15	Third Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of December 16, 2010.	Incorporated by reference to Exhibit 10.1 to WESCO’s Current Report on Form 8-K, dated December 16, 2010
10.16	Fourth Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of August 22, 2011.	Incorporated by reference to Exhibit 10.2 to WESCO's Current Report on Form 8-K dated August 24, 2011
10.17	Fifth Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of July 31, 2012.	Incorporated by reference to Exhibit 10.23 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2012

Exhibit No.	Description of Exhibit	Prior Filing or Sequential Page Number
10.18	Sixth Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated as of October 9, 2012.	Incorporated by reference to Exhibit 10.24 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2012
10.19	Seventh Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated December 11, 2012.	Incorporated by reference to Exhibit 10.3 to WESCO's Current Report on Form 8-K, dated December 17, 2012
10.20	Amended and Restated Employment Agreement, dated as of September 1, 2009, between WESCO International Inc. and John J. Engel.	Incorporated by reference to Exhibit 10.2 to WESCO's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009
10.21	Amended and Restated Employment Agreement, dated as of September 1, 2009, between WESCO International Inc. and Stephen A. Van Oss.	Incorporated by reference to Exhibit 10.3 to WESCO's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009
10.22	Term Sheet, dated January 15, 2010, memorializing terms of employment of Diane Lazzaris by WESCO International, Inc.	Incorporated by reference to Exhibit 10.28 to WESCO's Annual Report on Form 10-K for the year ended December 31, 2009
10.23	Term Sheet, dated June 18, 2010, memorializing terms of employment of Kimberly Windrow by WESCO International, Inc.	Incorporated by reference to Exhibit 10.1 to WESCO's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010
10.24	Notice of Performance Share Award under the WESCO International, Inc. 1999 Long-Term Incentive Plan	Incorporated by reference to Exhibit 10.1 to WESCO's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012
10.25	Term Sheet, dated May 24, 2012, memorializing terms of employment of Kenneth Parks by WESCO International, Inc.	Incorporated by reference to Exhibit 10.1 to WESCO's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012
10.26	Term Loan agreement, dated as of December 12, 2012 among WESCO Distribution, Inc., WDCC Enterprises Inc., WESCO International, Inc., Credit Suisse AG, Cayman Island Branch, as Administrative Agent and Collateral Agent and the other Lenders and Agents party thereto	Incorporated by reference to Exhibit 10.1 to WESCO's Current Report on Form 8-K, dated December 17, 2012
10.27	Amended and Restated Credit Agreement, dated as of December 12, 2012, by and among WESCO Distribution, Inc., the other U.S. Borrowers party thereto, WESCO Distribution Canada LP and WDCC Enterprises Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent, and the other Loan Parties and Lenders party thereto.	Incorporated by reference to Exhibit 10.2 to WESCO's Current Report on Form 8-K, dated December 17, 2012
10.28	1999 Long-Term Incentive Plan, as restated effective as of May 30, 2013.	Incorporated by reference to Appendix A to the Proxy Statement filed on Schedule 14A on April 16, 2013
10.29	Eighth Amendment to the Third Amended and Restated Receivables Purchase Agreement, dated September 20, 2013.	Incorporated by reference to Exhibit 10.1 to WESCO's Current Report on Form 8-K, dated September 23, 2013
10.30	Registration Rights Agreement, dated November 26, 2013 among WESCO Distribution, Inc., WESCO International, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.	Incorporated by reference to Exhibit 10.1 to WESCO's Current Report on Form 8-K dated November 27, 2013

Exhibit No.	Description of Exhibit	Prior Filing or Sequential Page Number
10.31	First Amendment to Term Loan Agreement, dated as of November 19, 2013 among WESCO Distribution, Inc., WDCC Enterprises Inc., WESCO International, Inc., Credit Suisse AG, Cayman Island Branch, as Administrative Agent and Collateral Agent and the other Lenders and Agents party thereto.	Filed herewith
10.32	Form of Non-Employee Director Restricted Stock Unit Agreement.	Filed herewith
10.33	Form of Stock Appreciation Rights Agreement for Employees.	Filed herewith
10.34	Form of Restricted Stock Unit Agreement For Employees.	Filed herewith
10.35	Notice of Performance Share Award Under the WESCO International, Inc. 1999 Long-Term Incentive Plan, as amended May 30, 2013.	Filed herewith
21.1	Subsidiaries of WESCO.	Filed herewith
23.1	Consent of PricewaterhouseCoopers LLP.	Filed herewith
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act.	Filed herewith
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act.	Filed herewith
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith
101	Interactive Data File	Filed herewith

The registrant hereby agrees to furnish supplementally to the Commission, upon request, a copy of any omitted schedule to any of the agreements contained herein.

Copies of exhibits may be retrieved electronically at the Securities and Exchange Commission's home page at www.sec.gov. Exhibits will also be furnished without charge by writing to Kenneth S. Parks, Senior Vice President and Chief Financial Officer, 225 West Station Square Drive, Suite 700, Pittsburgh, Pennsylvania 15219. Requests may also be directed to (412) 454-2200.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

WESCO INTERNATIONAL, INC.

By: /s/ JOHN J. ENGEL

Name:	John J. Engel
Title:	Chairman, President and Chief Executive Officer
Date:	February 21, 2014

WESCO INTERNATIONAL, INC.

By: /s/ KENNETH S. PARKS

Name:	Kenneth S. Parks
Title:	Senior Vice President and Chief Financial Officer
Date:	February 21, 2014

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN J. ENGEL John J. Engel	Chairman, President and Chief Executive Officer (Principal Executive Officer)	February 21, 2014
/s/ KENNETH S. PARKS Kenneth S. Parks	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 21, 2014
/s/ SANDRA BEACH LIN Sandra Beach Lin	Director	February 21, 2014
/s/ GEORGE L. MILES, JR. George L. Miles, Jr.	Director	February 21, 2014
/s/ JOHN K. MORGAN John K. Morgan	Director	February 21, 2014
/s/ STEPHEN A. RAYMUND Steven A. Raymund	Director	February 21, 2014
/s/ JAMES L. SINGLETON James L. Singleton	Director	February 21, 2014
/s/ ROBERT J. TARR, JR. Robert J. Tarr, Jr.	Director	February 21, 2014
/s/ LYNN M. UTTER Lynn M. Utter	Director	February 21, 2014
/s/ STEPHEN A. VAN OSS Stephen A. Van Oss	Director	February 21, 2014
/s/ WILLIAM J. VARESCHI William J. Vareschi	Director	February 21, 2014

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Schedule II—Valuation and Qualifying Accounts

(In thousands)	Balance at Beginning of Period	Charged to Expense	(In thousands) Charged to Other Accounts[1]	Deductions[2]	Balance at End of Period
Allowance for doubtful accounts					
Year ended December 31, 2013	$ 17,242	$ 2,878	$ 2,623	$ (3,434)	$ 19,309
Year ended December 31, 2012	21,590	1,119	—	(5,467)	17,242
Year ended December 31, 2011	18,562	6,583	—	(3,555)	21,590

(1) *Represents allowance for doubtful accounts in connection with certain acquisitions and divestitures.*

(2) *Includes a reduction in the allowance for doubtful accounts due to write-off of accounts receivable.*

Exhibit 10.31

FIRST AMENDMENT TO TERM LOAN AGREEMENT

This FIRST AMENDMENT TO TERM LOAN AGREEMENT, dated as of November 19, 2013 (this "***Amendment***"), is by and among WESCO INTERNATIONAL INC., a Delaware corporation ("***Holdings***"), WESCO DISTRIBUTION INC. (the "***US Borrower***"), a Delaware corporation and wholly owned subsidiary of Holdings, WDCC ENTERPRISES INC., an Alberta corporation and a wholly owned subsidiary of Holdings (the "***Canadian Borrower***", and together with the US Borrower, the "***Borrowers***", and each a "***Borrower***"), each of the Guarantors party hereto, the Lenders who have executed and delivered a Lender Agreement (as defined below), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("***Credit Suisse***"), as administrative agent (in such capacity, including any successor thereto, the "***Administrative Agent***") and as collateral agent (in such capacity, including any successor thereto, the "***Collateral Agent***") for the Lenders.

W I T N E S S E T H:

WHEREAS, the Borrowers, Holdings, the Lenders and the Administrative Agent have entered into that certain Term Loan Agreement dated as of December 12, 2012 (as amended, supplemented, or otherwise modified from time to time, including by way of this Amendment, the "***Loan Agreement***") pursuant to which the Lenders made certain loans to the Borrowers as provided therein. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Loan Agreement;

WHEREAS, the Borrowers desire to engage in a restructuring in order to achieve the corporate organizational structure depicted on Exhibit A attached hereto (such restructuring, in its integrated entirety, the "***Corporate Restructuring***");

WHEREAS, the Borrowers, the Lenders and the Administrative Agent desire to modify the Loan Agreement, in accordance with and subject to the terms and conditions contained herein; and

WHEREAS, each Lender under the Loan Agreement (collectively, the "***Existing Lenders***") that executes and delivers a Lender Agreement in substantially the form attached hereto as Exhibit B (a "***Lender Agreement***") will be deemed to have agreed to the amendments to, and waivers and consents under, the Loan Agreement provided for in such Lender Agreement, in each case on the terms set forth herein and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any loans or financial accommodations heretofore, now, or hereafter made to or for the benefit of the Borrowers by the Lenders, it hereby is agreed as follows:

ARTICLE I

AMENDMENTS TO LOAN AGREEMENT

Section 1.1. Rate Modification Amendments.

(a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof and in reliance upon the representations, warranties and covenants set forth herein, Section 1.01 of the Loan Agreement is hereby amended, as of the US Repricing Effective Date (as defined below),

(i) by substituting the percentage "0.75%" for the percentage "1.00%" appearing in clause (a) of the definition of "Adjusted LIBO Rate"; and

(ii) by substituting the percentage "3.00%" for the percentage "3.50%" in subclause (i) of clause (a), and the percentage "2.00%" for the percentage "2.50%" in subclause (ii) of clause (a) of the definition of "Applicable Margin" (the amendments set forth in this Subsection 1.1(a) being hereinafter referred to as the "***US Rate Modifications***").

(b) Subject to the satisfaction of the conditions set forth in Section 3.3 hereof and in reliance upon the representations, warranties and covenants set forth herein, Section 1.01 of the Loan Agreement is hereby amended, as of the CAN Repricing Effective Date (as defined below), by substituting the percentage "3.50%" for the percentage "4.00%" in subclause (i) of clause (b), and the percentage "2.50%" for the percentage "3.00%" in subclause (ii) of clause (b) of the definition of "Applicable Margin" (the amendments set forth in this Subsection 1.1(b) being hereinafter referred to as the "***CAN Rate Modifications***"; and together with the US Rate Modifications, the "***Rate Modifications***").

(c) Section 2.25 of the Loan Agreement shall be automatically amended,

(i) as of the date, if occurring, that both the amendments set forth in Subsections 1.1(a) and 1.1(b) above become effective, by substituting the words "June 13, 2014" for the words "the first anniversary of the Closing Date" appearing therein;

(ii) as of the date, if occurring, that the amendments set forth in Section 1.1(a) become effective but the amendments set forth in Section 1.1(b) do not become effective, by inserting the words "in respect of the Tranche B-2 Loans and on or prior to June 13, 2014 in respect of the Tranche B-1 Loans" immediately after the words "the first anniversary of the Closing Date" appearing therein; and

(iii) as of the date, if occurring, that the amendments set forth in Section 1.1(b) become effective but the amendments set forth in Section 1.1(a) do not become effective, by inserting the words "in respect of the Tranche B-1 Loans and on or prior to June 13, 2014 in respect of the Tranche B-2 Loans" immediately after the words "the first anniversary of the Closing Date" appearing therein.

For the avoidance of doubt, in the event that neither the amendments set forth in Subsection 1.1(a) nor the amendments set forth in Subsection 1.1(b) become effective, there will be no amendment to section 2.25 of the Loan Agreement under this Amendment.

The US Rate Modifications shall be automatic and without any further action by or notice to any Person upon the satisfaction of the applicable conditions precedent on the US Repricing Effective Date. The CAN Rate Modifications shall be automatic and without any further action by or notice to any Person upon the satisfaction of the applicable conditions precedent on the CAN Repricing Effective Date.

Section 1.2. Technical Amendments. Subject to the satisfaction of the conditions set forth in Section 3.1 hereof and in reliance upon the representations, warranties and covenants set forth herein, the Loan Agreement is hereby amended as of the Effective Date (as defined below),

(a) by deleting the date "occurring on or prior to December 31, 2013" appearing in clause (ii) of the definition of "Post-Closing Amalgamation Transaction"; and

(b) by (i) deleting the word "and" appearing before clause (H) in paragraph (c) of Section 6.09 of the Loan Agreement, and (ii) adding the following words to the end of paragraph (c) thereof, before the period:

"and (I) the foregoing shall not apply to restrictions and conditions with respect to documents evidencing or governing Indebtedness permitted by Sections 6.01(g), (o) or (r) to the extent such restrictions and conditions, taken as a whole, are, in the good faith judgment of the US Borrower, (x) no more restrictive with respect to the Loan Parties and the Restricted Subsidiaries than the covenants set forth in this Agreement and (y) do not adversely affect the ability of the Loan Parties (A) to make any payments required to be paid by the Loan Parties with respect to the Obligations or (B) to grant Liens on the assets of any Loan Party in favor of the Agent"

ARTICLE II

WAIVER AND REAFFIRMATIONS

Section 2.1. Waiver. Subject to the satisfaction of the conditions set forth in Section 3.1 hereof and in reliance upon the representations, warranties and covenants set forth herein, the provisions of Section 6.05 of the Loan Agreement are hereby waived to the extent, and only to the extent, such provisions prohibit or otherwise impair the ability of the Loan Parties to consummate the Corporate Restructuring, provided that (i) the Corporate Restructuring shall be fully implemented and effective on or before December 31, 2014, and (ii) that the Administrative Agent shall receive substantially contemporaneously with the consummation of the Corporate Restructuring a ratification and confirmation agreement from each Loan Party involved therein substantially in the form of Annex A attached hereto, together with such other customary reaffirmations, joinders, other agreements, filings, legal opinions and other documents as reasonably requested by Administrative Agent to reaffirm the obligations of each applicable Loan Party and to continue the validity, perfection and priority of the Administrative Agent's Liens in the Collateral of each such Loan Party after giving effect to the Corporate Restructuring, all of which shall be reasonably satisfactory in form and substance to the Administrative Agent. The foregoing is a limited, one time waiver with respect to the Corporate Restructuring Transaction only. The waiver contained in this Section 2.1, together with the amendments set forth in Section 1.2 hereof, are hereinafter referred to as the "***Technical Modifications***".

Section 2.2. Reaffirmation. In connection with the execution and delivery of this Amendment, (i) each of the Guarantors (a) hereby consents to this Amendment and the transactions and modifications contemplated thereby, (b) hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, if any, under each of the Loan Documents to which it is a party, (c) without limiting the generality of clause (b), hereby ratifies and reaffirms the Guarantee Agreement, (d) acknowledges and agrees that, as of the date hereof, any of the Loan Documents to which it is a party or otherwise bound continue in full force and effect and that all of its obligations thereunder continue to be valid and enforceable, shall not be impaired or limited by the execution or effectiveness of this Amendment and are hereby reaffirmed and confirmed in all respects, and (e) represents and warrants that all representations and warranties contained in the Guarantee Agreement are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date, and (ii) each of the undersigned Loan Parties reaffirms each Lien, if any, it granted pursuant to the Security Documents, which Liens continue, as of the date hereof, to be in full force and effect and continue to secure the Obligations, on and subject to the terms and conditions set forth in the Loan Agreement, the Security Documents and the other Loan Documents. Without limiting the foregoing each undersigned Loan Party hereby confirms that the Guarantee Agreement and all Security Documents, and all Collateral encumbered thereby or pursuant thereto continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the applicable Security Documents, the payment and performance of all Obligations, subject, however, in each case, to the limitations set forth herein and therein, as applicable. Each undersigned Loan Party acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound continue in full force and effect and that all of its obligations thereunder continue to be valid and enforceable, shall not be impaired or limited by the execution or effectiveness of this Amendment.

ARTICLE III

CONDITIONS PRECEDENT TO EFFECTIVENESS

Section 3.1. Effective Date Conditions. This Amendment (other than Section 1.1 hereof) shall become effective on the date hereof (the "***Effective Date***"), provided that the following conditions precedent have been satisfied:

(a) the Borrowers, the Guarantors, Existing Lenders constituting Required Lenders (as determined immediately prior to giving effect to this Amendment) and the Administrative Agent have each delivered a duly executed counterpart of this Amendment or Lender Agreement to the Administrative Agent;

(b) the Administrative Agent shall have received a certificate of a Responsible Officer of Holdings, US Borrower and Canadian Borrower dated the Effective Date (A) attaching a certificate as to the good standing (where relevant) of each Loan Party as of a recent date, from the Secretary of State or similar Governmental Authority of the state of its incorporation or organization, (B) certifying that attached thereto is a true and complete copy of the certificate or articles of incorporation or organization of such Loan Party, (C) certifying that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors (or equivalent governing body) of such Loan Party authorizing the execution, delivery and performance of this Amendment and the Loan Documents to which such Person is a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (D) as to the incumbency and specimen signature of each officer executing this Amendment and any Loan Document on behalf of such Loan Party and countersigned by another officer as to the incumbency and specimen signature of the Responsible Officer executing such certificate;

(c) the Administrative Agent or its relevant affiliates shall have been paid all fees to the extent required by that certain Engagement Letter dated November 6, 2013 (the "***Engagement Letter***") by and between Credit Suisse Securities (USA) LLC and Holdings as of the Effective Date, the US Repricing Effective Date and the CAN Repricing Effective Date, as applicable;

(d) the representations and warranties made by each Loan Party in or pursuant to this Amendment, the Loan Agreement and the other Loan Documents are true and correct in all material respects (except to the extent already qualified by materiality or Material Adverse Effect, in which event such representation and warranty shall be true and correct in all respects) on and as of the Effective Date (or the US Repricing Effective Date or the CAN Repricing Effective Date, as applicable), except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (except to the extent already qualified by materiality or Material Adverse Effect, in which event such representation and warranty shall be true and correct in all respects) as of such earlier date;

(e) the Administrative Agent shall have been paid all reasonable out of pocket costs and expenses of the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment (including the reasonable fees and expenses of Skadden, Arps, Slate, Meagher & Flom, LLP, as counsel to the Administrative Agent, and all unpaid and invoiced fees previously submitted to US Borrower in connection with the Loan Agreement), in each case, to the extent required by the Engagement Letter or Section 9.05 of the Loan Agreement and, in each case, invoiced at least one (1) Business Day prior to the Effective Date, the US Repricing Effective Date or the CAN Repricing Effective Date, as applicable;

(f) the Administrative Agent shall have received a copy of the fully executed amendment to the ABL Credit Facility implementing amendments consistent with the Technical Modifications contemplated hereunder; and

(g) no Default or Event of Default has occurred and is continuing on the Effective Date.

Section 3.2. Repricing Effective Date Conditions – Tranche B-1 Loans. Subsection 1.1(a) of this Amendment shall become effective on December 13, 2013, provided that the following conditions are satisfied (the "***US Repricing Effective Date***"):

(a) the conditions precedent set forth in Section 3.1 (on and as of the Repricing Effective Date) shall have been satisfied;

(b) the US Borrower has delivered to the Administrative Agent a certification (substantially in the form attached hereto as Exhibit C) that the conditions precedent set forth in Sections 3.1 (on and as of the US Repricing Effective Date) and 3.2 hereof have been fully satisfied;

(c) no Default or Event of Default has occurred and is continuing on the US Repricing Effective Date;

(d) the Lenders consenting to the US Rate Modification constitute Required Lenders as of such date;

(e) to the extent necessary, commitments shall have been obtained from Eligible Assignees, sufficient to replace any Tranche B-1 Lenders not consenting to the US Rate Modification and to acquire the Tranche B-1 Loans of such non-consenting Tranche B-1 Lenders pursuant to Section 2.21 of the Loan Agreement; and

(f) each Departing B-1 Lender shall have been paid or concurrent with the effectiveness of the amendments set forth in subsection 1.1(a) are paid the Purchase Price (as defined below), together with accrued and unpaid interest on the aggregate principal amount of Tranche B-1 Loans relating thereto, to the date of such payment, for its Tranche B-1 Loans (or the Administrative Agent has received such funds on behalf of the Departing B-1 Lenders).

Section 3.3. Repricing Effective Date Conditions – Tranche B-2 Loans. Subsection 1.1(b) of this Amendment shall become effective on December 13, 2013, provided that the following conditions are satisfied (the "***CAN Repricing Effective Date***"):

(a) the conditions precedent set forth in Sections 3.1 (on and as of the CAN Repricing Effective Date) shall have been satisfied;

(b) the Canadian Borrower has delivered to the Administrative Agent a certification (substantially in the form attached hereto as Exhibit C) that the conditions precedent set forth in Sections 3.1 (on and as of the CAN Repricing Effective Date) and 3.3 hereof have been fully satisfied;

(c) no Default or Event of Default has occurred and is continuing on the CAN Repricing Effective Date;

(d) the Lenders consenting to the CAN Rate Modification constitute Required Lenders as of such date;

(e) to the extent necessary, commitments shall have been obtained from Eligible Assignees, sufficient to replace any Tranche B-2 Lenders not consenting to the CAN Rate Modification and to acquire the Tranche B-2 Loans of such non-consenting Tranche B-2 Lenders pursuant to Section 2.21 of the Loan Agreement; and

(f) each Departing B-2 Lender shall have been paid or concurrent with the effectiveness of the amendments set forth in subsection 1.1(b) are paid the Purchase Price, together with accrued and unpaid interest on the aggregate principal amount of Tranche B-2 Loans relating thereto, to the date of such payment, for its Tranche B-2 Loans (or the Administrative Agent has received such funds on behalf of the Departing B-2 Lenders).

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Borrower represents, warrants and covenants, as applicable, that:

Section 4.1. Corporate Power; Authorization; Enforceable Obligations. Holdings, each of the Borrowers and each of the Restricted Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (b) has the power and authority to execute, deliver and perform its obligations under this Amendment and each other agreement or instrument contemplated hereby to which it is or will be a party. This Amendment and the transactions contemplated hereunder (including, without limitation, the Corporate Restructuring) (a) have been duly authorized (or, in the case of such transactions, will be duly authorized on or prior to the consummation of such transactions) by all requisite corporate, limited liability company, partnership, and, if required, stockholder or member action. This Amendment has been duly executed and delivered by Holdings, the Borrowers and the other Guarantors and constitutes the legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 4.2. No Legal Bar. This Amendment and the transactions contemplated hereunder (including, without limitation, the Corporate Restructuring) will not (i) violate (A) any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive documents or by-laws of Holdings, each of the Borrowers or any Restricted Subsidiary, (B) any order of any Governmental Authority or (C) any provision of any indenture, material agreement or other material instrument to which Holdings, either Borrower or any Restricted Subsidiary is a party or by which any of them or any of their property is or may be bound, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any Material Indebtedness or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by Holdings, either Borrower or any Restricted Subsidiary (other than any Lien created under the Security Documents or under the ABL Credit Facility).

Section 4.3. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with this Amendment or the transactions contemplated hereunder, except such as have been made or obtained and are in full force and effect.

Section 4.4. Solvency. Immediately after the consummation of those transactions to occur on each of the Effective Date and the Repricing Effective Date, (a) Holdings, Borrowers and their consolidated Restricted Subsidiaries, taken as a whole, are or will be Solvent, and (b) US Borrower and its consolidated Restricted Subsidiaries, taken as a whole, are, or will be, Solvent.

Section 4.5. Representations and Warranties. Each of the representations and warranties made by such Loan Party in Article III of the Loan Agreement and in or pursuant to the Loan Documents are true and correct in all material respects (except to the extent already qualified by materiality or Material Adverse Effect, in which event such representation and warranty shall be true and correct in all respects) on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (except to the extent already qualified by materiality or Material Adverse Effect, in which event such representation and warranty shall be true and correct in all respects) as of such earlier date.

Section 4.6. No Default. No Default or Event of Default has occurred and is continuing as of the date hereof, or, after giving effect to this Amendment, will result from the consummation of the Corporate Restructuring or the other transactions contemplated hereunder.

ARTICLE V

ASSIGNMENTS AND ADJUSTMENTS TO LOANS

Section 5.1. Assignments; Reallocations of Loans and Commitments.

(a) If the consent of the Required Lenders is obtained, but the consent of one or more such other Existing Lenders whose consent is required for the any of the Rate Modifications to become effective is not obtained, then the Borrowers may, pursuant to Section 2.21 of the Loan Agreement, replace each such non-consenting Tranche B-1 Lender or Tranche B-2 Lender, as applicable, with one or more replacement Lenders pursuant to Section 2.21 of the Loan Agreement (each a "***New Lender***"), so long as, as of the US Repricing Effective Date or the CAN Repricing Effective Date, as applicable, each such New Lender consents to the applicable amendments set forth in Section 1.1 of this Amendment.

(b) Subject to Section 5.1(a) hereof and pursuant to Section 2.21 of the Loan Agreement, on the US Repricing Effective Date, each Existing Lender holding outstanding Tranche B-1 Loans immediately prior to the US Repricing Effective Date that has not executed and delivered a Lender Agreement indicating its consent to the Rate Modifications (each a "***Departing B-1 Lender***") shall, upon notice from the Administrative Agent, be deemed to have assigned and delegated its existing Tranche B-1 Loans to Credit Suisse or its designee, as assignee, at a purchase price equal to par (the "***Purchase Price***"). On and as of the US Repricing Effective Date, immediately after giving effect to the provisions of Section 6.1(a) above, an amount shall be paid to each Departing B-1 Lender equal to its applicable outstanding Loans at par, together with accrued and unpaid interest thereon to the date of such payment. By receiving such Purchase Price, each Departing B-1 Lender shall automatically be deemed to have assigned its Tranche B-1 Loans pursuant to the terms of the form of the Assignment and Acceptance, and accordingly no other action by such Departing B-1 Lenders shall be required in connection therewith. Upon payment to a Departing B-1 Lender of the Purchase Price with respect to such Departing B-1 Lender's existing Tranche B-1 Loans, such Departing B-1 Lender shall automatically cease to be a Tranche B-1 Lender under the Loan Agreement.

(c) Subject to Section 5.1(a) hereof and pursuant to Section 2.21 of the Loan Agreement, on the CAN Repricing Effective Date, each Existing Lender holding outstanding Tranche B-2 Loans immediately prior to the CAN Repricing Effective Date that has not executed and delivered a Lender Agreement indicating its consent to the Rate Modifications (each a "***Departing B-2 Lender***") shall, upon notice from the Administrative Agent, be deemed to have assigned and delegated its existing Tranche B-2 Loans to Credit Suisse or its designee, as assignee, at the Purchase Price. On and as of the CAN Repricing Effective Date, immediately after giving effect to the provisions of Section 6.1(a) above, an amount shall be paid to each Departing B-2 Lender equal to its applicable outstanding Loans at par, together with accrued and unpaid interest thereon to the date of such payment. By receiving such Purchase Price, each Departing B-2 Lender shall automatically be deemed to have assigned its Tranche B-2 Loans pursuant to the terms of the form of the Assignment and Acceptance, and accordingly no other action by such Departing B-2 Lenders shall be required in connection therewith. Upon payment to a Departing B-2 Lender of the Purchase Price with respect to such Departing B-2 Lender's existing Tranche B-2 Loans, such Departing B-2 Lender shall automatically cease to be a Tranche B-2 Lender under the Loan Agreement.

(d) Notwithstanding anything herein to the contrary, the role of Credit Suisse (or its designee) under this Article V is solely to facilitate the assignments contemplated hereunder, and nothing herein shall obligate Credit Suisse or its designee to purchase or assume any Term Loans, expend any of its own funds, or otherwise participate in any of the assignments contemplated hereunder.

(e) Each of the parties hereto hereby agrees that each New Lender shall have all the rights and obligations of a Lender under the Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect except that, on and after the effectiveness of this Amendment, each reference to the Loan Agreement in any of the Loan Documents shall mean and be a reference to the Loan Agreement as amended by this Amendment. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. This Amendment is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6.2. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns permitted under Section 9.04 of the Loan Agreement.

Section 6.3. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

Section 6.4. Severability. In the event any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 6.5. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by telecopy), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Amendment signed by all the parties shall be delivered to the US Borrower (for itself and on behalf of the Loan Parties) and the Administrative Agent. Delivery of an executed signature page to this Amendment by facsimile transmission or other customary means of electronic transmission, including by PDF file, shall be as effective as delivery of a manually signed counterpart of this Amendment.

Section 6.6. Governing Law; Submission To Jurisdiction; Waivers.

(a) GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION; WAIVERS. Each party hereto hereby irrevocably and unconditionally:

(i) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Amendment, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Amendment against the Borrowers, Holdings or their respective properties in the courts of any jurisdiction.

(ii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Amendment in any New York State or federal court sitting in the Borough of Manhattan, and any appellate court thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(iii) consents to service of process in the manner provided for notices in Section 9.15 of the Loan Agreement.

Section 6.7. Waiver Of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.7.

ACKNOWLEDGEMENT OF EFFECTIVENESS

The parties hereto hereby acknowledge and agree that as of the date hereof the Required Lenders have consented to the Technical Modifications and to the US Rate Modification. Required Lender consent has not been obtained for the CAN Rate Modification. Accordingly, (i) as of the date hereof, but subject to the satisfaction of the other conditions precedent in Section 3.1 hereof, the Amendment and the Technical Modifications shall become effective, and (ii) upon satisfaction of the other conditions precedent set forth in Section 3.2 hereof, on the US Repricing Effective Date, the US Rate Modification shall become effective. Section 3.3 hereof shall have no further force or effect.

[*Remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Term Loan Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

WESCO DISTRIBUTION INC., a Delaware corporation, as US Borrower

By: /s/ Brian M. Begg_________________________________
Name: BRIAN M. BEGG
Title: Treasurer

WDCC ENTERPRISES INC., an Alberta corporation, as Canadian Borrower

By: /s/ Brian M. Begg_________________________________
Name: BRIAN M. BEGG
Title: Assistant Secretary

WESCO INTERNATIONAL INC., a Delaware corporation, as Holdings

By: /s/ Brian M. Begg_________________________________
Name: BRIAN M. BEGG
Title: Treasurer

[Signature Page to First Amendment to Loan Agreement]

BRUCKNER SUPPLY COMPANY, INC.
CALVERT WIRE & CABLE CORPORATION
CARLTON-BATES COMPANY
CBC LP HOLDINGS, LLC
CDW HOLDCO, LLC
COMMUNICATIONS SUPPLY CORPORATION
LIBERTY WIRE & CABLE, INC.
TVC COMMUNICATIONS, L.L.C.
WDC HOLDING INC.
WDCH, LP
by CBC LP HOLDINGS, LLC,
its general partner
WESCO ENTERPRISES, INC.
WESCO EQUITY CORPORATION
WESCO FINANCE CORPORATION
WESCO NEVADA, LTD.
WESCO NIGERIA, INC.,
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg________________________________
Name: BRIAN M. BEGG
Title: Treasurer

CONNEY INVESTMENT HOLDINGS, LLC
CONNEY SAFETY PRODUCTS, LLC
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg________________________________
Name: BRIAN M. BEGG
Title: Treasurer

WDCH US LP
by WESCO DISTRIBUTION II, ULC,
its General Partner
as a Subsidiary Guarantor

By: /s/ Brian M. Begg________________________________
Name: BRIAN M. BEGG
Title: Assistant Secretary

[Signature Page to First Amendment to Loan Agreement]

TVC CANADA CORP.
WESCO DISTRIBUTION CANADA CO.
WESCO DISTRIBUTION CANADA GP INC.
WESCO DISTRIBUTION CANADA LP
by WESCO DISTRIBUTION CANADA GP INC.,
its General Partner
WESCO DISTRIBUTION II ULC
WESCO CANADA II, LP
by WESCO DISTRIBUTION II, ULC,
its General Partner
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg________________________________
Name: BRIAN M. BEGG
Title: Assistant Secretary

WESCO CANADA I, LP
by WESCO HOLDINGS, LLC
its General Partner
WESCO HOLDINGS, LLC,
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg________________________________
Name: BRIAN M. BEGG
Title: Treasurer

[Signature Page to First Amendment to Loan Agreement]

WDINESCO III B.V.
WDINESCO II B.V.
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg____________________________
Name: BRIAN M. BEGG
Title: Managing Director A

By: ____
Name:
Title:

WESCO DISTRIBUTION II ULC
acting as managing partner for and on behalf of
WDINESCO C.V.
WDINESCO II C.V.
WDINESCO III C.V.
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg____________________________
Name: BRIAN M. BEGG
Title: Assistant Secretary

[Signature Page to First Amendment to Loan Agreement]

WDINESCO III B.V.
WDINESCO II B.V.
each as a Subsidiary Guarantor

TMF Netherlands B.V.
Managing Director

By: /s/ E.T. Veerman____________________________
Name: E.T. VEERMAN
Title: PROXY HOLDER A

By: /s/ L.J.M. Duysens__________________________________
Name: L.J.M. DUYSENS
Title: PROXY HOLDER A

WESCO DISTRIBUTION II ULC
acting as managing partner for and on behalf of
WDINESCO C.V.
WDINESCO II C.V.
WDINESCO III C.V.
each as a Subsidiary Guarantor

By: ____
Name:
Title:

EECOL ELECTRIC CORP.
EECOL PROPERTIES CORP.
each as a Subsidiary Guarantor

By: /s/ Brian M. Begg___________________________
Name: BRIAN M. BEGG
Title: Treasurer

By: ____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, as Collateral Agent and as a Lender

By: /s/ Vipul Dhadda___________________________
Name: VIPUL DHADDA
Title: Authorized Signatory

By: /s/ Tyler R. Smith___________________________
Name: TYLER R. SMITH
Title: Authorized Signatory

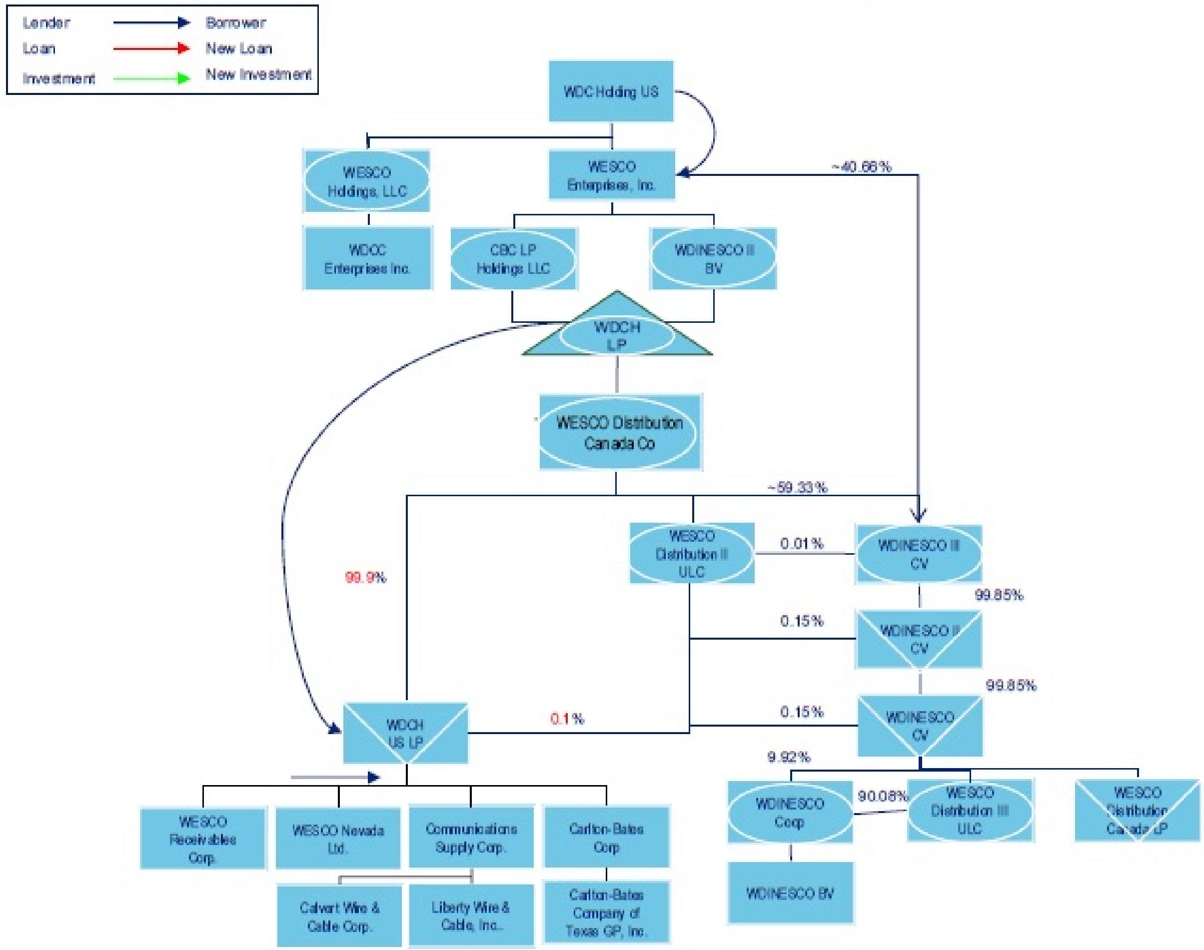
[Signature Page to First Amendment to Loan Agreement]

<u>Exhibit A</u>

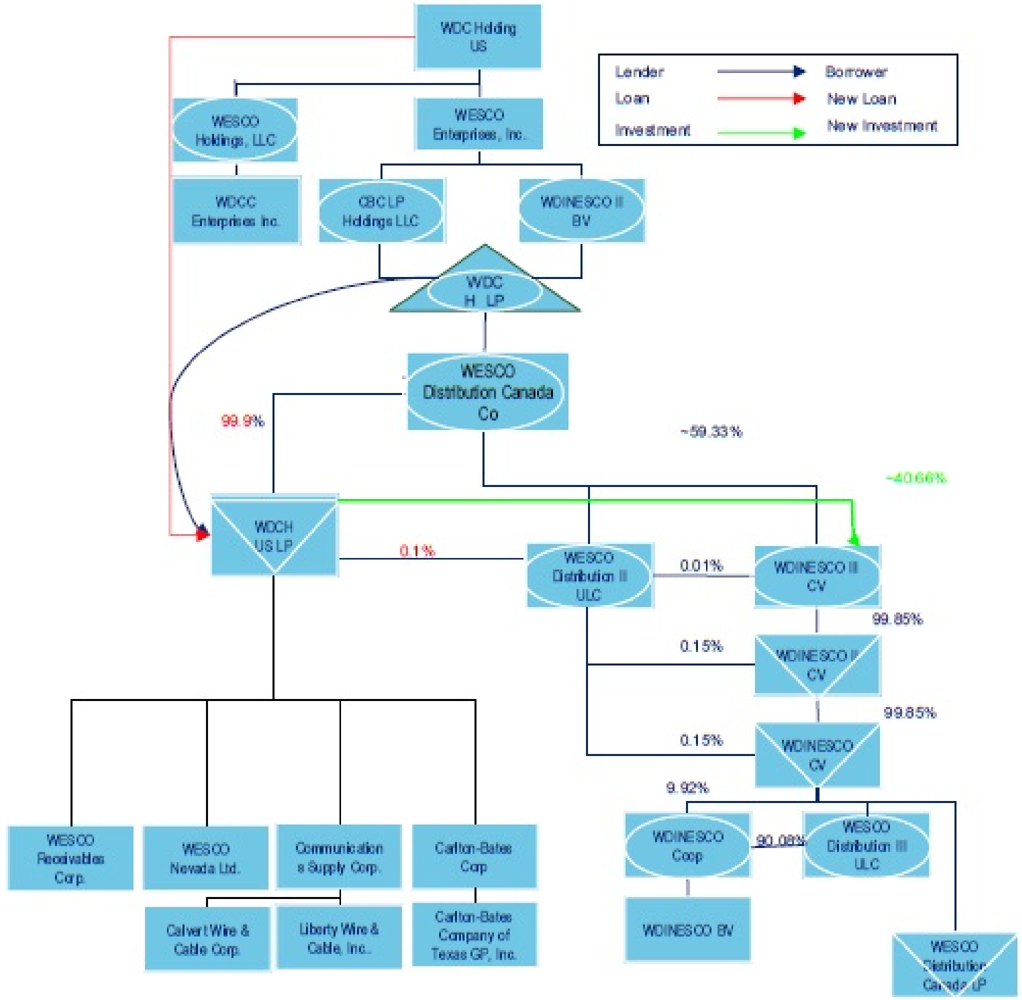
Corporate Organizational Structure
(Post Corporate Restructuring)

Attached

WESCO – Canadian Restructuring: Current structure



WESCO – Canadian Restructuring: Final



<u>Exhibit B</u>

LENDER AGREEMENT

Reference is hereby made to the FIRST AMENDMENT TO TERM LOAN AGREEMENT, dated as of November 19, 2013 (the "***Amendment***"), among WESCO INTERNATIONAL INC., a Delaware corporation ("***Holdings***"), WESCO DISTRIBUTION INC. (the "***US Borrower***"), a Delaware corporation and wholly owned subsidiary of Holdings, WDCC ENTERPRISES INC., an Alberta corporation and a wholly owned subsidiary of Holdings (the "***Canadian Borrower***", and together with the US Borrower, the "***Borrowers***", and each a "***Borrower***"), each of the Guarantors party thereto, the Lenders executing and delivering this Lender Agreement, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity, including any successor thereto, the "***Administrative Agent***") and as collateral agent (in such capacity, including any successor thereto, the "***Collateral Agent***") for the Lenders. Capitalized terms used in this agreement but not defined herein have the meanings assigned to them in the Amendment.

By its signature below, the undersigned hereby

(a) consents and agrees to the Modifications indicated below (*check one box below*):

□ - the Technical Modifications only,

□ - the Technical Modifications <u>and</u> the Rate Modifications,

□ - the Technical Modifications <u>and</u> the US Rate Modifications, or

□ - the Technical Modifications <u>and</u> the CAN Rate Modifications;

(b) acknowledges that it has received a copy of the Amendment together with all Exhibits and schedules thereto and such other documents and information as it has deemed appropriate to make its own decision to enter into the Amendment and provide the consents set forth above;

(c) authorizes the Administrative Agent, pursuant to authority granted to the Administrative Agent under the Loan Agreement, to execute the Amendment on its behalf as if it were a party thereto; and

(d) represents that it is an Existing Lender under the Loan Agreement.

[NAME OF INSTITUTION]

By:
Name: __
Title: __

Exhibit C

OFFICER'S CERTIFICATE

December 13, 2013

This Officer's Certificate (this "***Officer's Certificate***") is being delivered pursuant to [Section 3.2(b) and Section 3.3(b)] of that certain First Amendment to Term Loan Agreement, dated as of November 19, 2013 (the "***Amendment***"), among WESCO INTERNATIONAL INC., a Delaware corporation ("***Holdings***"), WESCO DISTRIBUTION INC. (the "***US Borrower***"), a Delaware corporation and wholly owned subsidiary of Holdings, WDCC ENTERPRISES INC., an Alberta corporation and a wholly owned subsidiary of Holdings (the "***Canadian Borrower***", and together with the US Borrower, the "***Borrowers***", and each a "***Borrower***"), each of the Guarantors party thereto, each of the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as administrative agent (in such capacity, including any successor thereto, the "***Administrative Agent***") and as collateral agent (in such capacity, including any successor thereto, the "***Collateral Agent***") for the Lenders., which amends certain provisions of that certain Term Loan Agreement, dated as of December 12, 2012 (as amended, supplemented, or otherwise modified from time to time, including by way of this Amendment, the "***Loan Agreement***"), among Borrowers, Holdings, the Lenders and the Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

The undersigned, [Kenneth S. Parks], Vice President of each Borrower, and a Financial Officer of each Borrower, hereby certifies to Administrative Agent, solely in his official capacity on behalf of the Borrowers and not in an individual capacity, as follows:

1. [On and as of the US Repricing Effective Date, the conditions precedent set forth in Section 3.1 and Section 3.2 of the Amendment have been fully satisfied.

2. On and as of the CAN Repricing Effective Date, the conditions precedent set forth in Section 3.1 and Section 3.2 of the Amendment have been fully satisfied.]

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has, with the intent to bind the Borrowers in his official capacity (and not himself individually), hereunto set his name to this Officer's Certificate as of the date first written above.

WESCO INTERNATIONAL INC.
WESCO DISTRIBUTION INC.
WDCC ENTERPRISES INC.

____
Name: [Kenneth S. Parks]
Title: Vice President

<u>**Annex A**</u>

Reaffirmation Agreement

THIS REAFFIRMATION AGREEMENT, dated as of [________], 201_ (this "***Reaffirmation Agreement***"), is made by undersigned parties, for the benefit of Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, including any successor thereto, the "***Administrative Agent***") and as collateral agent (in such capacity, including any successor thereto, the "***Collateral Agent***") for the Lenders under and as defined in that certain First Amendment to Term Loan Agreement, dated as of November 20, 2013 (the "***Amendment***"), among WESCO International Inc., a Delaware corporation ("***Holdings***"), WESCO Distribution Inc. (the "***US Borrower***"), a Delaware corporation and wholly owned subsidiary of Holdings, WDCC Enterprises Inc., an Alberta corporation and a wholly owned subsidiary of Holdings (the "***Canadian Borrower***", and together with the US Borrower, the "***Borrowers***", and each a "***Borrower***"), each of the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Amendment.

Substantially contemporaneously herewith, certain of the Loan Parties are engaging in a restructuring of their Subsidiaries in an effort to achieve a more tax efficient structure in light of recent changes to Canadian tax and thin capitalization laws. In furtherance thereof, the Borrowers have executed and delivered the Amendment which, among other things, waives the provisions of the Loan Agreement to the extent such provisions prohibit or otherwise impair the ability of the Loan Parties to consummate the Restructuring (as defined below). This Reaffirmation Agreement is delivered pursuant to <u>Section 2.1</u> of the Amendment.

The Restructuring (as defined below) is being accomplished as described on <u>Exhibit A</u> attached hereto and made a part hereof. The transactions described on <u>Exhibit A</u>, including without limitation the transfers of Indebtedness, transfers of membership interests and all transactions reasonably incidental thereto and necessary to effectuate the foregoing are hereinafter referred to in their integrated entirety as the "***Restructuring***". The Restructuring entails the transfer of certain equity interests (the "***Transferred Interests***") in WDINESCO III CV, a *commanditaire vennootschap* organized under the laws of the Netherlands and a Netherlands Subsidiary Guarantor, from Wesco Enterprises, Inc., a Delaware corporation and a US Guarantor, to WDCH US LP, a Delaware limited partnership and Loan Party. The Transferred Interests have heretofore been pledged by WESCO Enterprises, Inc. to the Collateral Agent pursuant to and in accordance with a deed of disclosed pledge over partnership rights WDINESCO III C.V. among WESCO Distribution II ULC, WESCO Distribution Canada Co and WESCO Enterprises, Inc. as pledgors, WESCO Distribution II ULC acting as managing partner for and in the name of WDINESCO III C.V. as partnership and the Collateral Agent as pledgee, dated December 12, 2012 (the "***Dutch Pledge*** ").

Without qualifying, limiting or otherwise affecting Borrower's continuing obligations under <u>Section 5.12</u> of the Loan Agreement and <u>Section 2.1</u> of the Amendment, WDCH US LP is concurrently herewith executing and delivering to the Collateral Agent [a deed of assumption of contract among, amongst others, WESCO Enterprises, Inc., WDCH US LP, WESCO Distribution II ULC acting as managing partner for and in the name of WDINESCO III C.V. and the Collateral Agent, governed by the laws of the Netherlands (the "***Deed of Assumption of Contract***")]. Pursuant to the [Deed of Assumption of Contract], WDCH US LP assumes, by means of a transfer of legal relationship (*contractsoverneming*) within the meaning of section 6:159 of the Netherlands Civil Code, all rights and obligations under the Dutch Pledge from WESCO Enterprises, Inc. All references to the Dutch Pledge in the Loan Agreement or any Loan Document shall henceforth be deemed a reference to the Dutch Pledge together with the [Deed of Assumption of Contract], and as further supplemented, modified or amended from time to time, together with any replacement or restatement thereof.

Each of the Undersigned hereby confirms and agrees that (a) each of the Collateral Agreements and the Dutch Pledge are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, without offset, defense or counterclaim of any kind, nature or description whatsoever, (b) the agreements and obligations of each of the Undersigned, including, without limitation, WESCO Distribution II ULC, WESCO Distribution Canada Co and WDCH US LP contained therein and in this Reaffirmation Agreement constitute the legal, valid and binding obligations of such Person, enforceable against it in accordance with their respective terms, and such Person has no valid defense to the enforcement of such obligations, and (c) the Collateral Agent is and shall be entitled to the rights, remedies and benefits provided for under the Loan Agreement and the Loan Documents and applicable law. WDCH US LP hereby acknowledges and agrees that it has succeeded to the obligations and liabilities of its corresponding predecessor in interest under the Dutch Pledge, and is, by virtue of the Restructuring and the [Deed of Assumption of Contract], a Pledgor (as defined in the Dutch Pledge) under the Dutch Pledge and hereby affirms and ratifies all of its liabilities, obligations and agreement under the Loan Agreement, the Dutch Pledge and the other Loan Documents to which its predecessor transferee was a party. Without limiting the generality of the foregoing, each of the Undersigned, each as a debtor, grantor, pledgor, guarantor, assignor, or in other similar capacities in which such party grants liens or security interests in its properties or is a guarantor, as the case may be, under the Loan Documents, hereby ratifies and reaffirms all of its payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such documents to which such Person is a party by virtue of the Restructuring, and each such Person hereby ratifies and reaffirms its grant of liens on or security interests in its properties pursuant to such documents to which it is now a party as security for the Obligations, and confirms and agrees that such liens and security interests hereafter secure all of the Obligations. Each of the Undersigned hereby covenants that it will not contest that the Administrative Agent has and will continue to possess valid and perfected security interests in, and liens upon, all of the collateral as set forth in the Loan Documents, including the US Collateral Agreement and the Dutch Pledge.

WESCO Distribution II ULC, WESCO Distribution Canada Co, WESCO Enterprises, Inc., WESCO Distribution II ULC acting as managing partner for and in the name of WDINESCO III C.V. and the Collateral Agent hereby furthermore confirm and agree that, at the time of the entering into the Dutch Pledge, it was their intention (and with respect to WESCO Distribution II ULC, WESCO Distribution Canada Co and WESCO Distribution II ULC acting as managing partner for and in the name of WDINESCO III C.V., it is still their intention and agreement) that the security rights created pursuant to the Dutch Pledge would secure the US Obligations and Canadian Obligations as they may be amended, restated, supplemented or otherwise modified from time to time, including the amendments to the Loan Agreement and the Loan Documents such as the amendments to be effected by the Amendment and the Restructuring.

Each of WESCO Enterprises, Inc., CBC LP Holdings, LLC, WDINESCO II B.V., WDCH, LP, WESCO Distribution Canada Co. and WDCH US LP hereby represents and warrants to the Administrative Agent and the Lenders that before and after giving effect to the Restructuring such Person is and will be Solvent.

Each of the Undersigned hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Lender or the Administrative Agent in entering into this Reaffirmation Agreement. This Reaffirmation Agreement constitutes a Loan Document.

THIS REAFFIRMATION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

This Reaffirmation Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by electronic mail transmission in portable display format (pdf) shall be effective as delivery of a manually executed counterpart of this Reaffirmation Agreement.

- Signature Pages Follow-

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation Agreement to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

WDCC ENTERPRISES INC.,

By:

Name:

Title:

WDINESCO II B.V.

By:

Name:

Title:

CBC LP HOLDINGS, LLC,

By:

Name:

Title:

WDCH, LP
by CBC LP HOLDINGS, LLC,
its general partner

By:
Name:
Title:

WESCO DISTRIBUTION CANADA CO.,

By:
Name:
Title:

WDCH US LP
by WESCO DISTRIBUTION II, ULC,
its General Partner

By:
Name:
Title:

EXHIBIT A

Canadian Restructuring

PARTICIPANTS/ABBREVIATIONS

Abbreviation	***Party***
“BV II”	WDINESCO II B.V.
“CBC Holdings”	CBC LP Holdings, LLC
“CV”	WDINESCO C.V.
“CV II”	WDINESCO II C.V.
“CV III”	WDINESCO III C.V.
“Distribution II”	WESCO Distribution II ULC
“Enterprise Note”	Subordinated Promissory Note dated October 10, 2012, originally issued by WEI to WDC Holding in the principal amount of CDN$290,000,000
“TVC Canada”	TVC Canada Corp.
“WDC Holding”	WDC Holding Inc.
“WDCC”	WESCO Distribution Canada Co.
“WDCH LP”	WDCH, LP
“WDCH US LP”	WDCH US LP
“WEI”	WESCO Enterprises, Inc.
“WESCO”	WESCO Distribution, Inc.

EXHIBIT A

Canadian Restructuring – Continued

Pre-Closing	TVC Canada exchanges 1,000,000 Class A Preferred Shares of WDCC for common shares of WDCC
STEP 1(a)	WEI transfers part of its 40.66% interest in CV III to CBC Holdings, in consideration for (i) CBC Holdings assuming a proportionate amount of the principal amount of CDN$290,000,000 debt owing by WEI to WDC Holding under the Enterprise Note; and (ii) a contribution to capital
STEP 1(b)	WEI transfers part of its 40.66% interest in CV III to BV II, in consideration for (i) BV II assuming a proportionate amount of the principal amount of CDN$290,000,000 debt owing by WEI to WDC Holding under the Enterprise Note; and (ii) a share premium contribution in the amount of the excess
STEP 2	CBC Holdings and BV II transfer their aggregate 40.66% interest in CV III to WDCH LP in proportion to their partnership interests, in consideration for (i) WDCH LP assuming the entire principal (CDN$290,000,000) debt owing under the Enterprise Note; and (ii) an increase in the capital accounts of CBC Holdings and BV II in WDCH LP
STEP 3	WDCH LP transfers its 40.66% interest in CV III to WDCC, in consideration for (i) WDCC assuming the entire principal (CDN$290,000,000) debt owing under the Enterprise Note; and (ii) issuing common share(s) in the capital of WDCC to WDCH LP
STEP 4	WDCC transfers its 40.66% interest in CV III to WDCH US LP, in consideration for (i) WDCH US LP assuming the entire principal (CDN$290,000,000) debt owing under the Enterprise Note; and (ii) issuing an increased partnership interest in WDCH US LP to WDCC

Exhibit 10.32

NON-EMPLOYEE DIRECTOR
RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement") which relates to the Notice of Grant of Restricted Stock Unit Award (the "Notice"), is by and between WESCO International, Inc. (the "Company"), and the person identified in the Notice (the "Participant").

The Board has authorized and approved the 1999 Long-Term Incentive Plan (the "Plan"), which has been approved by the Company's stockholders. The Committee has approved an award to the Participant of a number of shares of the Company's Restricted Stock Units, conditioned upon the Participant's acceptance of the provisions set forth in the Notice and this Agreement within 60 days after the Notice and this Agreement are presented to the Participant for review. For purposes of the Notice and this Agreement, any reference to the Company shall include a reference to any Subsidiary.

1. Grant of Restricted Stock Units.

(a) As of the Date of Grant set forth in the Notice, the Company grants to the Participant the number of Restricted Stock Units set forth in the Notice of Grant (the "RSUs"), which represent shares of the Company's Common Stock. The RSUs are subject to the restrictions set forth in this Agreement and the Plan.

(b) The RSUs granted under this Agreement shall be reflected in a bookkeeping account maintained by the Company during the Restricted Period. If and when the restrictions set forth in Section 2 expire in accordance with the terms of this Agreement, and upon the satisfaction of all other applicable conditions as to the RSUs, such RSUs (and any related Dividend Equivalent Rights described in Section 1(c) below) not forfeited pursuant to Section 4 hereof shall be settled in shares of Common Stock as provided in Section 1(e) of this Agreement and otherwise in accordance with the Plan.

(c) With respect to each RSU, whether or not vested, that has not been forfeited (but only to the extent such award of RSUs has not been settled for Common Stock), the Company shall, with respect to any cash dividends paid on the Common Stock, accrue and credit to the Participant's bookkeeping account a number of RSUs having a Fair Market Value as of the date such dividend is paid equal to the cash dividends that would have been paid with respect to such RSU if it were an outstanding share of Common Stock (the "Dividend Equivalent Rights"). These Dividend Equivalent Rights thereafter shall (i) be treated as RSUs for purposes of future dividend accruals pursuant to this Section 1(c); and (ii) vest in such amounts (rounded to the nearest whole RSU) at the same time as the RSUs with respect to which such Dividend Equivalent Rights were received. Any dividends or distributions on Common Stock paid other than in cash shall accrue in the Participant's bookkeeping account and shall vest at the same time as the RSUs in respect of which they are made (in each case in the same form, based on the same record date and at the same time, as such dividend or other distribution is paid on such Common Stock).

(d) The Company's obligations under this Agreement (with respect to both the RSUs and the Dividend Equivalent Rights, if any) shall be unfunded and unsecured, and no special or separate fund shall be established and no other segregation of assets shall be made. The rights of Participant under this Agreement shall be no greater than those of a general unsecured creditor of the Company. In addition, the RSUs shall be subject to such restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which Common Stock is then listed, any Company policy and any applicable federal or state securities law.

(e) Except as otherwise provided in this Agreement, settlement of the RSUs in accordance with the provisions of this Section 1(e) shall be delivered as soon as practicable after the end of the Restricted Period, and upon the satisfaction of all other applicable conditions as to the RSUs (including the payment by the Participant of all applicable withholding taxes). The RSUs so payable to the Participant shall be paid solely in shares of Common Stock.

2. Restrictions.

(a) The Participant shall have no rights as a stockholder of the Company by virtue of any RSU unless and until such RSU vests and resulting shares of Common Stock are issued to the Participant.

(b) None of the RSUs may be sold, transferred, assigned, pledged or otherwise encumbered or disposed of during the Restricted Period, except as may be permitted by the Plan or as otherwise permitted by the Committee in its sole discretion or pursuant to rules adopted by the Committee in accordance with the Plan.

(c) Any attempt to dispose of the RSUs or any interest in the RSUs in a manner contrary to the restrictions set forth in this Agreement shall be void and of no effect.

3. Restricted Period and Vesting. The "Restricted Period" is the period beginning on the Grant Date and ending on the earliest to occur of: (i) the date the RSUs, or such applicable portion of the RSUs, are deemed vested under the schedule set forth in the Notice; (ii) the termination of the Participant's service on the Company's Board of Directors as a result of the scheduled expiration of the Participant's term as a member of the Board of Directors; (iii) the Participant's death; or (iv) the Permanent Disability (as defined in Section 7) of the Participant. Subject to the provisions contained in Section 4, 5 and 6, the RSUs shall be deemed vested and no longer subject to forfeiture under Section 4 upon expiration of the Restricted Period, and the satisfaction of all other applicable conditions as to the RSUs (including the payment by the Participant of all applicable withholding taxes).

4. Forfeiture. Subject to Section 6 hereof, if during the Restricted Period (i) the Participant's board service is terminated other than as a result of the scheduled expiration of the Participant's term as a member of the Board of Directors of the Company or other than by reason of the Participant's death or Permanent Disability, (ii) there occurs a material breach of the Notice or this Agreement by the Participant, or (iii) the Participant fails to meet the tax withholding obligations described in Section 5(b) hereof, all rights of the Participant to the RSUs that have not vested in accordance with Section 3 as of the date of such termination shall terminate immediately and be forfeited in their entirety.

5. Withholding.

(a) The Committee shall determine the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to any income recognized by the Participant with respect to the RSUs.

(b) The Participant shall be required to meet any applicable tax withholding obligation in accordance with the provisions of the Plan.

(c) Subject to any rules prescribed by the Committee, the Participant shall have the right to elect to meet any withholding requirement (i) by having withheld from this Award at the appropriate time that number of whole shares of Common Stock whose Fair Market Value is equal to the amount of any taxes required to be withheld with respect to such Award, (ii) by direct payment to the Company in cash of the amount of any taxes required to be withheld with respect to such Award or (iii) by a combination of shares and cash.

6. **Committee's Discretion.** Notwithstanding any provision of this Agreement to the contrary, the Committee shall have discretion under Section 7.03 of the Plan to waive any forfeiture of the RSUs as set forth in Section 4 hereof, the Restricted Period and any other conditions set forth in this Agreement.

Exhibit 10.33

STOCK APPRECIATION RIGHTS AGREEMENT

This Stock Appreciation Rights Agreement is between WESCO International, Inc., a Delaware corporation (the "Company"), and the Grantee named in the summary of Award (the "Grantee") as of the date of grant set forth in the summary of Award.

The Board of Directors of the Company (the "Board") has designated the Compensation Committee of the Board (the "Committee") to administer the Company's 1999 Long-Term Incentive Plan (as amended from time to time, the "Plan").

The Board has determined to grant to the Grantee, under the Plan, a Stock Appreciation Right with respect to the aggregate number of shares of the Company's Common Stock, par value $.01 per share (the "Common Stock"), set forth in the summary of Award (the "SAR Shares") at an exercise price per SAR Share set forth in the summary of Award.

To evidence the Stock Appreciation Right, and to set forth its terms and conditions under the Plan, the Company and the Grantee agree as follows:

1. Confirmation of Grant; Exercise Price. The Company grants to the Grantee, effective as of the date of this Agreement, a Stock Appreciation Right (the "SAR") with respect to the SAR Shares at the exercise price set forth in the summary of Award (the "Exercise Price"). This Agreement is subordinate to, and the terms and conditions of the SAR are subject to, the terms and conditions of the Plan.

2. Vesting Term. Equally at a rate of one-third of the amount granted on the first, second, and third anniversaries of the date of grant as long as the Grantee is employed by the Company or one of its Subsidiaries. Notwithstanding the foregoing, the SARs shall be 100% fully vested upon the Grantee's Retirement at Normal Retirement Age, death or Permanent Disability (as defined below).

3. Exercisability. Provided that the Grantee remains employed by the Company through each vesting date, and to the extent the SAR has not previously expired, each SAR shall be exercisable upon vesting.

4. Termination of SAR.

(a) Normal Termination Date. Unless an earlier termination date is specified in Section 4(b), the SAR shall terminate on the tenth anniversary of the date of grant (the "Normal Termination Date").

(b) Early Termination. If the Grantee's Active Employment (as defined below) is voluntarily or involuntarily terminated for any reason whatsoever prior to the Normal Termination Date, other than by reason of Retirement at Normal Retirement Age, death or Permanent Disability, any portion of the SAR that has not become exercisable on or before the effective date of such termination of employment shall terminate on such effective date. Any portion of the SAR that has become exercisable on or before the date of the Grantee's termination of Active Employment, including as a result of Retirement at Normal Retirement Age, death or Permanent Disability, shall remain exercisable for whichever of the following periods is applicable, and if not exercised within that period, shall terminate upon the expiration of that period: (i) if the Grantee's Active Employment is terminated by reason of the Grantee's death or Permanent Disability (both an "Extraordinary Termination"), then any SAR held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the first anniversary of the Grantee's termination of Active Employment or (B) the Normal Termination Date of the SAR, (ii) if the Grantee's Active Employment is terminated by reason of the Grantee's Retirement (also an "Extraordinary Termination"), then any SAR held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the third anniversary of the Grantee's termination of Active Employment or (B) the Normal Termination Date of the SAR, and (iii) if the Grantee's Active Employment is terminated for any reason other than an Extraordinary Termination, then any then exercisable SARs held by the Grantee shall remain exercisable solely until the first to occur of (A) 60 days after the date of the Grantee's termination of Active Employment or (B) the Normal Termination Date of the SAR. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of the Company or any of its direct or indirect Subsidiaries, or to interfere with or limit in any way the right of the Company or any of its direct or indirect Subsidiaries to terminate the Grantee's employment at any time.

5. Restrictions on Exercise; Non-Transferability of SAR.

(a) Restrictions on Exercise. The SAR may be exercised only with respect to full shares of Common Stock. No fractional shares of Common Stock shall be issued. Notwithstanding any other provision of this Agreement, the SAR may not be exercised in whole or in part, and no certificates representing Shares shall be delivered, (i) unless all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of options have been secured, (ii) unless the issuance of SAR Shares upon the exercise of the SAR are exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the SAR Shares have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements have been satisfied. The Company shall use commercially reasonable efforts to obtain the consents and approvals referred to in clause (i) of the preceding sentence and to satisfy the withholding requirements referred to in clause (iii) of the preceding sentence so as to permit the SAR to be exercised.

(b) Non-Transferability of SAR. The SAR may be exercised only by the Grantee or by his estate. The SAR is not assignable or transferable, in whole or in part, and it may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon his death, provided that the deceased Grantee's beneficiary or the representative of his estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if the beneficiary or the estate were the Grantee.

(c) Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(i) "Active Employment" shall mean active employment with the Company or any direct or indirect Subsidiary of the Company.

(ii) "Fair Market Value" shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith in accordance with Section 409A of the Code and Treasury Regulation Section 1.409A-1(b)(5)(iv)(B).

(iii) "Retirement at Normal Retirement Age" shall mean retirement at age 65 or later.

(iv) "Permanent Disability" shall mean a physical or mental disability or infirmity that prevents the performance of the Grantee's employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Committee) for a period of not less than six months, unless a longer period is required by applicable law. The Committee's reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on any competent medical evidence presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Committee.

6. Exercise of the SAR and Tax Withholding.

(a) Exercise. To the extent that the SAR becomes and remains exercisable as provided in Section 3 and subject to any reasonable administrative regulations as the Board or the Committee may have adopted, the SAR may be exercised, in whole or in part, by notice to the Secretary of the Company or the Option Administration Department in writing given 15 business days prior to the date on which the Grantee expects to exercise the SAR (the "Exercise Date"), specifying the number of SAR Shares with respect to which the SAR is being exercised (the "Exercise Shares") and the expected Exercise Date, provided that if shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted over the NASDAQ National Market ("NASDAQ") operated by the National Association of Securities Dealers, Inc., notice may be given five business days before the Exercise Date. Upon exercise of the SAR, the Grantee shall be entitled to receive a number of shares of Common Stock (the "Net SAR Shares") equal to the quotient obtained by dividing x by y, where:

x = the number of Exercise Shares multiplied by the excess, if any, of (A) the Fair Market Value of a share of Common Stock on the Exercise Date over (B) the Exercise Price, and

y = the Fair Market Value of a share of Common Stock on the Exercise Date.

No fractional share of Common Stock shall be issued to make any payment with respect to the SAR; if any fractional share would be issuable, the number of Net SAR Shares payable to the Grantee shall be rounded down to the next whole share (no payment of cash, shares or other consideration shall be made with respect to any fractional share). The Company may require the Grantee to furnish or execute any other documents that the Company reasonably deems necessary (i) to evidence the exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Withholding. Whenever the Net SAR Shares are to be issued pursuant to the exercise of the SAR, the Company may require the recipient of the Net SAR Shares to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold Net SAR Shares to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

7. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the Net SAR Shares, when issued and delivered upon exercise of the SAR in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

8. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the SAR shall become immediately and fully exercisable unless such Change in Control results from the Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Common Stock or other Company voting securities.

(b) Recapitalization. The number and kind of shares of Common Stock subject to the SAR and the Exercise Price of the SAR shall be appropriately adjusted to reflect any stock dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the SAR. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares of Common Stock that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the SAR, *however,* if the Acquiring Corporation does not assume or substitute awards for the SAR, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the SAR shall be immediately exercisable and vested as of a date prior to the Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible or caused solely by reason of this Section 8(c) shall be conditioned upon the consummation of the Merger. If the SAR is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the SAR shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the consummation of an acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company and its Subsidiaries, any employee benefit plan of the Company or its Subsidiaries, or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the consummation of a merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the consummation of the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

9. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for Net SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

10. Non-Competition, Non-Solicitation and Confidentiality.

(a) Non-Competition and Non-Solicitation. During Grantee's Active Employment and for a period of one year thereafter:

(i) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those then offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its Subsidiaries to any competitor.

(ii) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or any other business that is in competition with any of the business activities of the Company or its Subsidiaries in which Grantee was engaged during Grantee's Active Employment and in which the Company or its Subsidiaries were engaged prior to the termination of Grantee's Active Employment. This provision shall not prevent Grantee from owning less than 1% of a publicly-owned entity or less than 3% of a private equity fund.

(iii) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its Subsidiaries or (B) any former employee of the Company or its Subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.

(b) Confidentiality. "Confidential Information" means information regarding the business or operations of the Company or its Subsidiaries, both oral and written, including, but not limited to, documents and the Company or Subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer disks, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its Subsidiaries disclose to the Grantee or the Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its Subsidiaries. Other than as required by applicable law, Grantee agrees: (1) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its Subsidiaries; (2) not to disclose to anyone Confidential Information without the Company's prior written approval; and (3) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for Grantee's employment with the Company or its Subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.

(c) The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of this Agreement.

(d) In addition to any rights available to it at law or in equity, in the event Grantee breaches the provisions of this Section 10, the Company may cancel any unexercised SARs granted under this Agreement.

(e) If any provision of this Agreement shall be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.

(f) Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this Section 10 shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between the Grantee and the Company or any of its Subsidiaries.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
Suite 700
225 West Station Square Drive
Pittsburgh, Pennsylvania 15219-1122

Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the last address on file in the Company's records.

All notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the Commonwealth of Pennsylvania, County of Allegheny, including the Federal Courts located therein (should Federal jurisdiction exist).

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement may also be executed via acceptance in the electronic system of the Company's equity awards plan administrator.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Compensation Recovery Policy. SARs awarded under this Agreement shall be subject to any compensation recovery policy adopted by the Company to comply with applicable law or to comport with good corporate governance practices, as such policy may be amended from time to time.

(j) Definitions. Any terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan.

Exhibit 10.34

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement") is between WESCO International, Inc., a Delaware corporation (the "Company"), and the Grantee whose name appears on the summary of Award (the "Grantee") as of the date of grant set forth in the summary of Award.

The Board of Directors of the Company (the "Board") has designated the Compensation Committee of the Board (the "Committee") to administer the Company's 1999 Long-Term Incentive Plan (as amended from time to time, the "Plan").

The Board has determined to grant to the Grantee, under the Plan, Restricted Stock Units with respect to the aggregate number of shares of the Company's Common Stock, par value $.01 per share (the "Common Stock") set forth in the summary of Award (the "RSU Shares").

To evidence the Restricted Stock Units and to set forth its terms and conditions under the Plan, the Company and the Grantee agree as follows:

1. Confirmation of Grant.

(a) The Company grants to the Grantee, effective as of the date of grant set forth in the summary of Award, Restricted Stock Units ("RSUs") with respect to the RSU Shares. This Agreement is subordinate to, and the terms and conditions of the RSUs are subject to, the terms and conditions of the Plan.

(b) The RSUs granted under this Agreement shall be reflected in a bookkeeping account maintained by the Company through the date on which the RSUs become vested pursuant to Section 2 or Section 7 or are forfeited pursuant to Section 3. If and when the RSUs become fully vested pursuant to Section 2 or Section 7, and upon the satisfaction of all other applicable conditions on the RSUs, the RSUs (and any related Dividend Equivalent Rights described in Section 1(c) below) not forfeited pursuant to Section 3 shall be settled in shares of Common Stock as provided in Section 1(e) and otherwise in accordance with the Plan.

(c) With respect to each RSU, whether or not vested, that has not been forfeited (but only to the extent the award of RSUs has not been settled for Common Stock), the Company shall, with respect to any cash dividends paid on the Common Stock, accrue and credit to the Grantee's bookkeeping account a number of RSUs with a Fair Market Value (as defined in Section 4) as of the date the dividend is paid equal to the cash dividends that would have been paid with respect to the RSU if it were an outstanding share of Common Stock (the "Dividend Equivalent Rights"). These Dividend Equivalent Rights shall (i) be treated as RSUs for purposes of future dividend accruals pursuant to this Section 1(c); and (ii) vest in the amounts (rounded to the nearest whole RSU) at the same time as the RSUs with respect to which the Dividend Equivalent Rights were received. Any dividends or distributions on Common Stock paid other than in cash shall accrue in the Grantee's bookkeeping account and shall vest at the same time as the RSUs with respect to which they are made (in each case in the same form, based on the same record date and at the same time, as the dividend or other distribution is paid on the Common Stock).

(d) The Company's obligations under this Agreement (with respect to both the RSUs and the Dividend Equivalent Rights, if any) shall be unfunded and unsecured, and no special or separate fund shall be established and no other segregation of assets shall be made. The rights of Grantee under this Agreement shall be no greater than those of a general unsecured creditor of the Company. In addition, the RSUs shall be subject to any restrictions the Company deems advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which Common Stock is listed, any Company policy and any applicable federal or state securities law.

(e) Except as otherwise provided in this Agreement, in accordance with the provisions of this Section 1(e), the RSUs shall be settled by delivery of the RSU Shares as soon as practicable after the RSUs become vested pursuant to Section 2 or Section 7, and upon the satisfaction of all other applicable conditions on the RSUs (including, without limitation, the payment by the Grantee of all applicable withholding taxes).

2. Vesting Term. Subject to Section 3, the RSUs shall vest 100% on the third anniversary of the date of grant. Notwithstanding the foregoing, the RSUs shall be 100% fully vested upon the Grantee's Retirement at Normal Retirement Age (as defined in Section 4), death or Permanent Disability (as defined in Section 4).

3. Forfeiture. If the Grantee terminates Active Employment prior to the date on which the RSUs become vested pursuant to Section 2 or Section 7, all rights of the Grantee to the RSUs that have not vested in accordance with Section 2 or Section 7 as of the date of termination shall terminate immediately and be forfeited in their entirety.

4. Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(a) "Active Employment" shall mean active employment with the Company or any direct or indirect Subsidiary of the Company.

(b) "Fair Market Value" shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith in accordance with Section 409A of the Code and Treasury Regulation Section 1.409A-1(b)(5)(iv)(B).

(c) "Retirement at Normal Retirement Age" shall mean retirement at age 65 or later.

(d) "Permanent Disability" shall mean a physical or mental disability or infirmity that prevents the performance of the Grantee's employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Committee) for a period of not less than six months, unless a longer period is required by applicable law. The Committee's reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on any competent medical evidence presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Committee.

5. Tax Withholding. Upon the vesting of the RSUs pursuant to Section 2 or Section 7, the Company may require the Grantee to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold shares of Common Stock to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

6. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the shares of Common Stock, when issued and delivered upon the vesting of the RSUs in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

7. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the RSUs shall become immediately and fully vested unless such Change in Control results from the Grantee's beneficial ownership (as defined in the rules under the Exchange Act) of Common Stock or other Company voting securities .

(b) Recapitalization. The number and kind of shares of Common Stock subject to the RSU shall be appropriately adjusted to reflect any stock dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the RSUs. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares of Common Stock that are subject to the RSUs are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the RSUs, however, if the Acquiring Corporation does not assume or substitute awards for the RSUs, the Board shall provide prior to the Merger that any unvested portion of the RSUs shall be immediately vested as of a date prior to the Merger, as the Board so determines. The vesting of the RSUs that was permissible or caused solely by reason of this Section 7(c) shall be conditioned upon the consummation of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the consummation of an acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company and its Subsidiaries, any employee benefit plan of the Company or its Subsidiaries, or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the consummation of a merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the consummation of the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

8. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any RSUs until the issuance of a certificate or certificates to him for shares of Common Stock with respect to the RSUs. Except as provided in Section 1(c), no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of the certificate or certificates.

9. Non-Competition, Non-Solicitation and Confidentiality.

(a) Non-Competition and Non-Solicitation. During Grantee's Active Employment and for a period of one year thereafter:

(i) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those then offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its Subsidiaries to any competitor.

(ii) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or any other business that is in competition with any of the business activities of the Company or its Subsidiaries in which Grantee was engaged during Grantee's Active Employment and in which the Company or its Subsidiaries were engaged prior to the termination of Grantee's Active Employment. This provision shall not prevent Grantee from owning less than 1% of a publicly-owned entity or less than 3% of a private equity fund.

(iii) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its Subsidiaries or (B) any former employee of the Company or its Subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.

(b) Confidentiality. "Confidential Information" means information regarding the business or operations of the Company or its Subsidiaries, both oral and written, including, but not limited to, documents and the Company or Subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer disks, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its Subsidiaries disclose to the Grantee or the Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its Subsidiaries. Other than as required by applicable law, Grantee agrees: (1) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its Subsidiaries; (2) not to disclose to anyone Confidential Information without the Company's prior written approval; and (3) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for Grantee's employment with the Company or its Subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.

(c) The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of this Agreement.

(d) If any provision of this Agreement shall be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.

(e) Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this Section 9 shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between the Grantee and the Company or any of its Subsidiaries.

10. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
225 West Station Square Drive, Suite 700
Pittsburgh, Pennsylvania 15219-1122
Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the last address on file in the Company's records.

All notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the Commonwealth of Pennsylvania, County of Allegheny, including the Federal Courts located therein (should Federal jurisdiction exist).

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement may also be executed via acceptance in the electronic system of the Company's equity awards plan administrator.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Compensation Recovery Policy. RSUs awarded under this Agreement shall be subject to any compensation recovery policy adopted by the Company to comply with applicable law or to comport with good corporate governance practices, as such policy may be amended from time to time.

(j) Definitions. Any terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan.

Exhibit 10.35

Notice of Performance Share Award
Under the
WESCO International, Inc. 1999 Long-Term Incentive Plan
(As Restated May 30, 2013)

Notice is hereby given of an award of Performance Shares under the WESCO International, Inc. 1999 Long-Term Incentive Plan, as restated May 30, 2013, and as further amended (the "Plan") attached hereto as Exhibit A, subject to the Terms and Conditions attached hereto as Exhibit B.

Grantee: [NAME]

Date of Grant: February 18, 2014

Award Period: The three-year period commencing on January 1, 2014 and ending on December 31, 2016, during which the Company's achievement of the Performance Goals will be measured. Except as specified in Section 4 or Section 8, if the Grantee's Active Employment is terminated prior to the date the Committee has certified achievement of the Performance Goals, all rights of the Grantee to the Performance Shares as of the date of termination shall terminate immediately and be forfeited in their entirety.

Performance Goals: The Award of Performance Shares will be based on the Company's achievement of two Performance Goals for the Award Period: Relative Total Shareholder Return ("Relative TSR") and the three-year average growth rate of the Company's net income ("Net Income Growth"). One half (1/2) of the Award shall be based on Relative TSR and the other one-half (1/2) shall be based on Net Income Growth.

Performance At	**Performance Goals**	
	Relative TSR (percentile rank among Peer Group)	**Net Income Growth** (3-year average growth rate)
Maximum	80th	15%
Target	50th	10%
Threshold	40th	5%

Performance Shares: The number of Performance Shares earned by a Grantee for the Award Period shall be based 50% on the Company's Relative TSR and 50% on the Company's Net Income Growth, as follows (with interpolated amounts for results between threshold and target and maximum and target levels):

Performance At	**Performance Shares**	
	Relative TSR (50% of total award)	**Net Income Growth (50% of total award)**
Maximum	2x	2x
Target	1x	1x
Threshold	0.5x	0.5x

If the Company's actual performance is below the Threshold level for a Performance Goal, the Grantee will earn no Performance Shares for that Performance Goal.

"Relative TSR" ranks the "Return to Shareholders" (as defined below) for the Company over the Award Period in relation to the Return to Shareholders for the "Peer Group" (as defined below).

"Return to Shareholders" for the Company and each of the respective companies in the Peer Group shall mean the quotient of: (i) the sum of (A) the average closing price, as reported on the securities exchange on which the stock of the relevant company is traded, for the twenty (20) trading days preceding January 1, 2017, and (B) the dividends declared during the period commencing on January 1, 2014 and ending on December 31, 2016, which are presumed to be reinvested on a quarterly basis, divided by, (ii) the average closing price, as reported on the securities exchange on which the stock of the relevant company is traded, for the twenty (20) trading days preceding January 1, 2014.

"Peer Group" shall mean the following companies, subject to adjustments in accordance with the guidelines set forth below.

Fastenal Co. Hubbell Inc. Cl B
W.W. Grainger, Inc. Emerson Electric Co.
Avnet Inc. Genuine Parts Co.
MSC Industrial Direct Co. Inc. Cl A Ingram Micro Inc. Cl A
Arrow Electronics, Inc. Watsco Inc.
Anixter International Inc. Tech Data Corp.
Applied Industrial Technologies, Inc. United Stationers Inc.
Houston Wire & Cable Co. Danaher Corp.
Airgas Inc. Eaton Corp.
Rockwell Automation Inc. Pool Corp.
Beacon Roofing Supply Inc.

If a company in the Peer Group becomes bankrupt, the bankrupt company will remain in the Peer Group, but the stock price of the bankrupt company(ies) will be considered to be $0.00.

If a company in the Peer Group is acquired by another company or entity, including through a management buy-out or going-private transaction, the acquired company will be removed from the Peer Group for the entire Award Period.

If a company in the Peer Group acquires another company in the Peer Group, the acquiring company will remain in the Peer Group.

"Net Income Growth" means the three-year average growth rate of the Company's net income (i.e. net income attributable to WESCO International, Inc.), as reported in the Company's financial statements in accordance with generally accepted accounting principles or any other accounting reporting system under which the Company is required to report its financial statements for the 2014, 2015 and 2016 fiscal years. However, in calculating Net Income Growth, the Committee may exclude certain items that are not indicative of ongoing results. Examples of items that may be excluded from calculating Net Income Growth include, but are not limited to: "strategic" items (charges or credits related to the high-level strategic direction of the Company, such as restructurings, acquisitions, divestitures, the purchase or sale of equities, and the issuance or payment of debt); "regulatory" items (charges or credits due to changes in tax or accounting rules); "external" items (charges or credits due to external events such as natural disasters); and "other" significant unusual, nonrecurring or rare items (such as charges or credits due to litigation or legal settlements, the disposal of assets or asset impairment). The Committee has determined that the attainment of specified levels of net income attributable to WESCO International, Inc. is a specific milestone in connection with the Company's strategic initiatives.

The Committee shall adjust the Award, in accordance with Treas. Reg. Sec. 1.162-27(e)(2)(iii)(C), to reflect a change in corporate capitalization, such as a stock split or dividend, or a corporate transaction, such as any merger of a corporation into another corporation, any consolidation of two or more corporations into another corporation, any separation of the Company or a Subsidiary (including a spinoff or other distribution of stock or property by a corporation), any reorganization of the Company or its Subsidiaries (whether or not such reorganization comes within the definition of such term in Code Section 368), or any partial or complete liquidation by the Company or its Subsidiaries; provided that, the Committee shall not make any adjustment that causes the Award to fail to qualify as performance-based compensation under Code Section 162(m) and the regulations thereunder.

Grantee hereby acknowledges receipt of a copy of the Plan attached hereto as Exhibit A and the Performance Share Award Terms and Conditions attached hereto as Exhibit B.

Grantee understands and agrees that the Award is granted subject to and in accordance with the terms of the Plan and the Performance Share Award Terms and Conditions. Grantee further agrees to be bound by the terms of the Plan and the Performance Share Award Terms and Conditions attached hereto.

All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the Plan or the Performance Share Award Terms and Conditions attached.

Attachments:
Exhibit A – WESCO International, Inc. 1999 Long-Term Incentive Plan
Exhibit B – Performance Share Award Terms and Conditions

EXHIBIT A

WESCO INTERNATIONAL, INC.
1999 LONG-TERM INCENTIVE PLAN

(As Restated May 30, 2013)

Incorporated by reference as Appendix A to the Proxy Statement for the 2013 Annual Meeting of Stockholders filed on Schedule 14A on April 16, 2013.

EXHIBIT B

PERFORMANCE SHARE AWARD TERMS AND CONDITIONS

These Performance Share Award Terms and Conditions (the "Terms"), together with the Notice of Performance Share Award (the "Notice") to the Grantee whose name appears in the Notice, describe the terms and conditions of an award of Performance Shares (the "Award") from WESCO International, Inc., a Delaware corporation (the "Company"), as of the Date of Grant set forth in the Notice.

The Board of Directors of the Company (the "Board") has designated the Compensation Committee of the Board (the "Committee") to administer the Company's 1999 Long-Term Incentive Plan (as amended from time to time, the "Plan").

The Board has determined to grant to the Grantee, under the Plan, Performance Shares with respect to the aggregate number of shares of the Company's Common Stock, par value $.01 per share (the "Common Stock") set forth below.

1. Confirmation of Grant.

(a) Effective as of the Date of Grant set forth in the Notice, the Company grants a Performance Share Award to the Grantee, which consists of the right to receive a specified number of shares of Common Stock contingent upon the extent to which certain pre-established Performance Goals have been met during the Award Period, each as set forth in the Notice, subject to the terms and conditions hereof. These Terms and the Notice are subordinate and subject to the terms and conditions of the Plan.

(b) With respect to each Performance Share that has not been forfeited (but only to the extent the award of Performance Shares has not been settled for Common Stock), the Company shall, (i) with respect to any stock dividends paid on the Common Stock, credit to a bookkeeping account established and maintained for the Grantee, a number of Performance Shares equal to the number of shares, including fractional shares, of Common Stock that would have been paid with respect to the Performance Share if it were an outstanding share of Common Stock, and (ii) with respect to any cash dividends paid on the Common Stock, accrue and credit to a bookkeeping account established and maintained for the Grantee, a number of Performance Shares with a Fair Market Value as of the date the dividend is paid equal to the cash dividends that would have been paid with respect to the Performance Share if it were an outstanding share of Common Stock (the "Dividend Equivalent Rights"). These Dividend Equivalent Rights shall be (i) treated as Performance Shares for purposes of any future dividends payable to this Section 1(b); and (ii) delivered, if at all, after the Committee has certified the achievement of the Performance Goals that apply to the underlying Performance Shares with respect to which the Dividend Equivalent Rights were received (rounded to the nearest whole Performance Share).

(c) Timing and Form of Payout. Except as otherwise provided in these Terms, in accordance with the provisions of this Section 1(c), as soon as administratively feasible after the Committee has certified the achievement of the Performance Goals following the end of the Award Period, the Grantee shall be entitled to receive a number of shares of Common Stock, equal to his or her total number of Performance Shares determined under Section 4 or Section 8, less the number of shares of Common Stock withheld in order to satisfy applicable minimum statutory withholding requirements in accordance with Section 6. Delivery of such shares of Common Stock shall be made as soon as administratively feasible after the Committee has certified the achievement of the Performance Goals following the end of the Award Period, provided that the Grantee has remained in Active Employment until that date, and upon the satisfaction of all other applicable conditions on the Performance Shares (including the payment by the Grantee of all applicable withholding taxes). The Committee shall not have the discretion to adjust the Performance Goals once the Award Period has commenced, except as required by the Notice.

(d) The Performance Shares shall be subject to any restrictions the Company deems advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which Common Stock is listed, any Company policy and any applicable federal or state securities law.

2. Award Period. The Award Period for the Performance Shares shall be described in the Notice.

3. Performance Goals. The Performance Goals with respect to the Performance Shares shall be described in the Notice.

4. Performance Shares. The number of Performance Shares that a Grantee may earn for an Award Period shall be described in the Notice and calculated as set forth below and in the Notice.

(a) If the Company’s actual performance is below the Threshold level for a Performance Goal, the Grantee will earn no Performance Shares for that Performance Goal.

(b) If the Company’s actual performance is at Threshold or Target for a Performance Goal, the Performance Shares earned for that Performance Goal shall equal the Performance Shares for Threshold or Target specified in the Notice, as applicable.

(c) If the Company’s actual performance is between “Threshold” and “Target” for a Performance Goal, the Committee shall determine the Performance Shares earned for that Performance Goal by interpolation, rounded to the nearest full share.

(d) If the Company’s actual performance is between “Target” and “Maximum” for a Performance Goal, the Committee shall determine the Performance Shares earned for that Performance Goal by interpolation, rounded to the nearest full share.

(e) If the Company’s actual performance exceeds “Maximum” for a Performance Goal, the Performance Shares earned for that Performance Goal shall equal the Performance Shares for Maximum specified in the Notice.

(f) Notwithstanding the foregoing, the amount of shares of Common Stock earned by and delivered to a Grantee who terminates Active Employment before the Committee has certified achievement of the Performance Goals following the Award Period (or before a Change in Control or Merger under Section 8) due to Grantee's death, Permanent Disability, or Retirement (each as defined in the Plan) will be the amount determined by multiplying (i) the amount of the Award that would have been earned after the end of the Award Period had the Grantee not terminated Active Employment, by (ii) a fraction, the numerator of which is the number of whole months of the Grantee's Active Employment during the Award Period, and the denominator of which is the total number of months during Award Period. Any such payment made to a Grantee whose employment is terminated due to death, Permanent Disability, or Retirement prior to the date the Committee has certified achievement of the Performance Goals following the Award Period shall be made after the date the Committee has certified achievement of the Performance Goals following the end of such Award Period. For this purpose, “Active Employment” shall mean active employment with the Company or any Subsidiary.

5. Forfeiture. Except as specified in Section 4 or Section 8, if the Grantee’s Active Employment terminates prior to the date the Committee has certified achievement of the Performance Goals, all rights of the Grantee to the Performance Shares as of the date of termination shall terminate immediately and be forfeited in their entirety.

6. Tax Consequences and Withholding. As soon as administratively feasible after the Committee has certified achievement of the Performance Goals, or upon a Change in Control or Merger described in Section 8, the Company will withhold shares of Common Stock to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Company may also require the Grantee to remit to the Company an amount sufficient to satisfy the employer’s minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. Nothing contained herein shall be construed as a promise, guarantee, or other representation by the Company of any particular tax effect nor shall the Company be liable for any taxes, penalties, or other amounts incurred by the Grantee. The Grantee acknowledges that he/she has had sufficient opportunity to review with his/her own tax advisors the federal, state, local, and foreign tax consequences of the transactions contemplated by these Terms. The Grantee acknowledges he/she must rely solely on such advisors and not on any statement or representations of the Company or any of its agents. The Grantee understands that he/she (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by the Terms.

7. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) these Terms and the Notice have been duly authorized and delivered by the Company and constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with their terms, and (c) the shares of Common Stock, if and when issued and delivered after the Committee's certification of the Performance Goals in accordance with these Terms and the Notice, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to these Terms or otherwise in connection with the transactions contemplated hereby.

8. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control (as defined in the Plan), the Performance Shares shall be deemed earned at the Target level of the Performance Goal(s) set forth in the Notice and shall be fully paid to the Grantee within thirty (30) days of the Change in Control, unless such Change in Control results from the Grantee’s beneficial ownership (as defined in the rules under the Exchange Act) of Common Stock or other Company voting securities.

(b) Recapitalization. The number and kind of shares of Common Stock subject to the Award shall be appropriately adjusted to reflect any stock dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the Performance Shares.

(c) Certain Mergers. After any Merger (as defined in the Plan) in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares of Common Stock that are subject to the Performance Shares are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under these Terms or substitute an award in respect of the Acquiring Corporation's stock for the Performance Shares, however, if the Acquiring Corporation does not assume or substitute awards for the Performance Shares, the Board shall provide prior to the Merger that the Performance Shares be treated as earned at the Target level of the Performance Goal(s) set forth in the Notice, as of a date prior to the Merger, as the Board so determines, and shall be fully paid to the Grantee, provided that the Merger is consummated. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

9. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any Performance Shares until the issuance of a certificate or certificates to him for shares of Common Stock with respect to the Performance Shares. Except as provided in Section 1(b), no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of the certificate or certificates.

10. Non-Competition, Non-Solicitation and Confidentiality.

(a) Non-Competition and Non-Solicitation. During Grantee's Active Employment and for a period of one year thereafter:

(i) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those then offered by the Company or its subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its subsidiaries to any competitor.

(ii) Grantee shall not, to the detriment of the Company or its subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or any other business that is in competition with any of the business activities of the Company or its subsidiaries in which Grantee was engaged during Grantee's Active Employment and in which the Company or its subsidiaries were engaged prior to the termination of Grantee's Active Employment. This provision shall not prevent Grantee from owning less than one percent (1%) of a publicly-owned entity or less than three percent (3%) of a private equity fund.

(iii) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its subsidiaries or (B) any former employee of the Company or its subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.

(b) Confidentiality. "Confidential Information" means information regarding the business or operations of the Company or its subsidiaries, both oral and written, including, but not limited to, documents and the Company or subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer disks, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its subsidiaries disclose to the Grantee or the Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its subsidiaries. Other than as required by applicable law, Grantee agrees: (i) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its subsidiaries; (ii) not to disclose to anyone Confidential Information without the Company's prior written approval; and (iii) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for Grantee's employment with the Company or its subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.

(c) Remedies. The Grantee agrees that in the event of a breach or threatened breach of any of the covenants contained in this Section 10, in addition to any other penalties or restrictions that may apply under any employment agreement, state law, or otherwise, the Grantee shall forfeit, upon written notice to such effect from the Company: (i) any rights to receive a Performance Share any and all Performance Shares awarded to him or her under the Plan and these Terms, including vested Performance Shares; (ii) any Shares acquired under this Award, and (iii) any profit the Grantee has realized on the vesting or sale of any Performance Shares acquired under this Award, which the Grantee may be required to repay to the Company). The forfeiture provisions of this Section 10 shall continue to apply, in accordance with their terms, after the provisions of any employment or other agreement between the Company and the Grantee have lapsed. The Grantee consents and agrees that if the Grantee violates or threatens to violate any provisions of this Section 10, the Company or its successors in interest shall be entitled, in addition to any other remedies that they may have, including money damages, to an injunction to be issued by a court of competent jurisdiction restraining the Grantee from committing or continuing any violation of this Section 10. In the event that the Grantee is found to have breached any provision set forth in this Section 10 or elsewhere in these Terms, the time period provided for in that provision shall be deemed tolled (*i.e.*, it will not begin to run) for so long as the Grantee was in violation of that provision.

(d) The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of the Award.

(e) If any provision of this Section 10 shall be invalid or unenforceable to any extent, the remaining provisions of this Section 10 shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision of this Section 10 is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.

(f) Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this Section 10 shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between the Grantee and the Company or any of its subsidiaries.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Award shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
225 West Station Square Drive, Suite 700
Pittsburgh, Pennsylvania 15219-1122
Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the last address on file in the Company's records.

All notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This rights and interests of the Grantee under these Terms and the Notice shall be binding upon and inure to the benefit of the parties to these Terms and the Notice and their respective successors and assigns. Nothing in these Terms or the Notice, express or implied, is intended or shall be construed to give any person other than the parties to these Terms or the Notice or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (i) extend the time for the performance of any of the obligations or other actions of the other parties under this Award, (ii) waive compliance with any of the conditions or covenants of the other parties contained in this Award and (iii) waive or modify performance of any of the obligations of the other parties under this Award. Except as provided in the preceding sentence, no action taken pursuant to this Award, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Award shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder. These Terms (together with the Notice, sometimes collectively referred to herein as the "Award") constitute all of the terms and conditions relating to the Award, and all prior oral and written representations are merged in these Terms.

(d) Assignability. A Grantee's rights under this Award and any rights and privileges pertaining to either of them, may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process.

(e) Applicable Law and Forum for Disputes. This Award (including these Terms and the Notice) shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws. Any dispute, action or proceeding arising out of or in connection with the Plan or this Award shall be brought only in the courts in the Commonwealth of Pennsylvania, County of Allegheny, including the Federal Courts located therein, should Federal jurisdiction requirements exist, and the Grantee shall consent to submit to the exclusive jurisdiction of the such court for purposes of any action or proceeding arising out of or in connection with the Plan or these Terms.

(f) Section and Other Headings, etc. The section and other headings contained in this Award are for reference purposes only and shall not affect the meaning or interpretation of these Terms or the Notice. In these Terms and the Notice all references to "dollars" or "$" are to United States dollars.

(g) Counterparts. This Award may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Award may also be executed via acceptance in the electronic system of the Company's equity awards plan administrator.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Award may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Definitions. Any terms used in this Award and not otherwise defined shall have the meanings assigned to them in the Plan.

(j) Plan and Terms Not a Contract of Employment. Neither the Plan nor the Award is or are a contract of employment, and no terms of employment of the Grantee shall be affected in any way by the Plan, the Terms, the Notice or related instruments except as specifically provided therein. Neither the establishment of the Plan nor the Terms or the Notice shall be construed as conferring any legal rights upon the Grantee for a continuation of employment, nor shall it interfere with the right of the Company or any affiliate to discharge the Grantee and to treat him or her without regard to the effect that such treatment might have upon him or her as a Grantee. The awarding of Performance Shares shall not in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(k) Code Section 409A. The Performance Shares are intended to be exempt from Code Section 409A under the transfer of property exception set forth in Treasury Regulation Section 1.409A-1(b)(6) or, in the alternative, to otherwise comply with the requirements of Section 409A, and, in the event of any inconsistency between any provision of the Plan or these Terms or the Notice and Code Section 409A, the provisions of Code Section 409A shall control. Any provision in the Plan or these Terms or the Notice that is determined to violate the requirements of Code Section 409A shall be void and without effect. Any provision that is required by Code Section 409A to appear in the Plan or these Terms or the Notice that is not expressly set forth therein shall be deemed to be set forth therein, and the Plan shall be administered in all respects as if such provision was expressly set forth herein. Any reference in the Plan or these Terms or the Notice to Code Section 409A or a Treasury Regulation Section shall be deemed to include any similar or successor provisions thereto.

(l) Compensation Recovery Policy. Performance Shares awarded and Common Stock distributed under these Terms and the Notice shall be subject to any compensation recovery policy adopted by the Company to comply with applicable law or to comport with good corporate governances practices, as such policy may be amended from time to time.

Exhibit 21.1

SUBSIDIARIES OF WESCO INTERNATIONAL, INC.

1502218 Alberta Ltd., an Alberta corporation

Bruckner Polska sp z.o.o., a Poland limited company

Bruckner Supply Singapore, a Singapore sole proprietor

Bruckner Supply Company, Inc., a Delaware corporation

Calvert Wire & Cable Corporation, a Delaware corporation

Carlton-Bates Company, an Arkansas corporation

Carlton-Bates Company de Mexico S.A. de C.V., a Mexico variable capital company

Carlton-Bates Company of Texas, GP, Inc., a Texas corporation

CBC LP Holdings, LLC, a Delaware limited liability company

CDW Holdco, LLC, a Delaware limited liability company

Communications Supply Corporation, a Connecticut corporation

Conney Investment Holdings, LLC, a Delaware limited liability company

Conney Safety Products, LLC, a Delaware limited liability company

Distribuidora Materiales Electricos E-Supply Limitada, a Chile limited liability company

EECOL Electric Corp., an Alberta corporation

EECOL Electric Peru S.A.C., a Peru sociedad anonima cerrada

EECOL Industrial Bolivia Ltda., a Bolivia limited liability company

EECOL Industrial Electric Ecuador Limitada, an Ecuador limited liability company

EECOL Industrial Electric (SudAmerica) Limitada, a Chile limited liability company

EECOL Industrial Electric Limitada, a Chile limited liability company

EECOL Power S.A., a Chile closed stock corporation

EECOL Properties Corp., an Alberta corporation

Liberty Wire & Cable, Inc., a Delaware corporation

Obras Y Servicios Sunpark S.A.C. (OS Sunpark), a Peru sociedad anonima cerrada

SASK Alta Holdings S.A., a Chile closely held stock corporation

Stone Eagle Electrical Supply GP Inc., an Alberta corporation

Stone Eagle Electrical Supply Limited Partnership, an Alberta limited partnership

TVC Canada Corp., a Nova Scotia unlimited liability company

TVC Communications, L.L.C., a Delaware limited liability company

TVC Espana Distribucion y Venta De Equipos, S.L., a Spain limited liability company

TVC International Holding, L.L.C., a Delaware limited liability company

TVC Mexico Distribution S. de R.L. de C.V., a Mexico limited liability company

TVC Mexico Services S. de R.L. de C.V., a Mexico limited liability company

TVC UK Holdings Limited, a United Kingdom limited company

WDC Holding Inc., a Delaware corporation

WDCC Enterprises Inc., an Alberta corporation

WDCH, LP, a Pennsylvania limited partnership

WDCH US LP, a Delaware limited partnership

WDI-Angola, LDA, an Angola company

WDINESCO B.V., a Netherlands private company with limited liability

WDINESCO C.V., a Netherlands limited partnership

WDINESCO II B.V., a Netherlands private company with limited liability

WDINESCO III B.V., a Netherlands private company with limited liability

WDINESCO II C.V., a Netherlands limited partnership

WDINESCO III C.V., a Netherlands limited partnership

WEAS Company, Srl, a Mexico private limited company

WESCO (Suzhou) Trading Co., Ltd., a China limited liability company

WESCO Australia Pty Ltd, an Australian company

WESCO Canada I, LP, an Alberta limited partnership

WESCO Canada II, LP, an Alberta limited partnership

WESCO Distribution Canada Co., a Nova Scotia unlimited liability company

WESCO Distribution Canada GP Inc., a Nova Scotia limited liability company

WESCO Distribution Canada LP, an Ontario limited partnership

WESCO Distribution de Mexico, Srl, a Mexico private limited company

WESCO Distribution HK Limited, a Hong Kong limited private company

WESCO Distribution II ULC, a Nova Scotia unlimited liability company

WESCO Distribution III ULC, a Nova Scotia unlimited liability company

WESCO Distribution-International Limited, a United Kingdom limited company

WESCO Distribution, Inc., a Delaware Corporation

WESCO Distribution NL B.V., a Netherlands private company with limited liability

Wesco do Brasil Equipamentos Eletrônicos Ltda, a Brazil limited liability company

WESCO Enterprises, Inc., a Delaware corporation

WESCO Equity Corporation, a Delaware corporation

WESCO Finance Corporation, a Delaware corporation

WESCO Holdings, LLC, a Delaware limited liability company

WESCO International Supply Co. Singapore Pte Ltd., a Singapore limited private company

WESCO Nevada, Ltd, a Nevada corporation

WESCO Nigeria, Inc., a Delaware corporation

WESCO Real Estate I, LLC, a Delaware limited liability company

WESCO Real Estate II, LLC, a Delaware limited liability company

WESCO Real Estate III, LLC, a Delaware limited liability company

WESCO Real Estate IV, LLC, a Delaware limited liability company

WESCO Receivables Corp., a Delaware corporation

WESCO Sourcing & Procurement Services Pte Ltd., a Singapore limited private company

WND Nigeria Limited, a Nigeria corporation

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No's. 333-188979, 333-188978, 333-81857, 333-81847, 333-81845, 333-81841, 333-91187 and 333-172531) of WESCO International, Inc. of our report dated February 21, 2014 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania
February 21, 2014

Exhibit 31.1
CERTIFICATION

I, John J. Engel, certify that:

1. I have reviewed this annual report on Form 10-K 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:	February 21, 2014	By:	/s/ John J. Engel
			John J. Engel
			Chairman, President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Kenneth S. Parks, certify that:

1. I have reviewed this annual report on Form 10-K 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:	February 21, 2014	By:	/s/ Kenneth S. Parks
			Kenneth S. Parks
			Senior 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 Annual Report of WESCO International, Inc. (the "Company") on Form 10-K for the period ended December 31, 2013 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:	February 21, 2014	By:	/s/ John J. Engel
			John J. Engel
			Chairman, 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 Annual Report of WESCO International, Inc. (the "Company") on Form 10-K for the period ended December 31, 2013 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:	February 21, 2014	By:	/s/ Kenneth S. Parks
			Kenneth S. Parks
			Senior Vice President and Chief Financial Officer