

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

FORM 10-Q

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

For the quarterly period ended June 30, 2010

Or

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

FOR THE TRANSITION PERIOD from _____ to _____

Commission file number 001-14989

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

25-1723342

(IRS Employer Identification No.)

225 West Station Square Drive
Suite 700

Pittsburgh, Pennsylvania 15219
(Address of principal executive offices)

(412) 454-2200

(Registrant's telephone number, including area code)

N/A

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

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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

As of July 29, 2010, WESCO International, Inc. had 42,453,342 shares of common stock outstanding.

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

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

<i>Amounts in thousands, except share data</i>	June 30, 2010	December 31, 2009
Assets		
Current Assets:		
Cash and cash equivalents	\$ 95,804	\$ 112,329
Trade accounts receivable, net of allowance for doubtful accounts of \$20,241 and \$20,060 in 2010 and 2009, respectively	731,320	635,754
Other accounts receivable	16,348	31,808
Inventories, net	531,486	507,215
Current deferred income taxes	1,622	1,686
Income taxes receivable	22,174	29,135
Prepaid expenses and other current assets	16,998	13,077
Total current assets	1,415,752	1,331,004
Property, buildings and equipment, net	114,355	116,309
Intangible assets, net	77,625	81,308
Goodwill	876,873	863,410
Investment in subsidiary	—	43,957
Deferred income taxes	35,707	33,518
Other assets	12,292	24,687
Total assets	<u>\$ 2,532,604</u>	<u>\$ 2,494,193</u>
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	\$ 540,706	\$ 453,154
Accrued payroll and benefit costs	38,444	30,949
Current portion of long-term debt	95,975	93,977
Bank overdrafts	22,530	32,191
Current deferred income taxes	7,715	7,301
Other current liabilities	72,943	63,262
Total current liabilities	778,313	680,834
Long-term debt, net of discount of \$180,131 and \$182,689 in 2010 and 2009, respectively	483,812	597,869
Deferred income taxes	190,486	191,068
Other noncurrent liabilities	28,639	28,133
Total liabilities	\$ 1,481,250	\$ 1,497,904
Commitments and contingencies		
Stockholders' Equity:		
Preferred stock, \$.01 par value; 20,000,000 shares authorized, no shares issued or outstanding	—	—
Common stock, \$.01 par value; 210,000,000 shares authorized, 56,040,538 and 55,967,824 shares issued and 42,486,443 and 42,416,796 shares outstanding in 2010 and 2009, respectively	560	560
Class B nonvoting convertible common stock, \$.01 par value; 20,000,000 shares authorized, 4,339,431 issued and no shares outstanding in 2010 and 2009, respectively	43	43
Additional capital	1,001,211	992,855
Retained earnings	629,193	582,199
Treasury stock, at cost; 17,893,526 and 17,890,459 shares in 2010 and 2009, respectively	(590,464)	(590,353)
Accumulated other comprehensive income	10,811	10,985
Total stockholders' equity	1,051,354	996,289
Total liabilities and stockholders' equity	<u>\$ 2,532,604</u>	<u>\$ 2,494,193</u>

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

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

<i>Amounts in thousands, except per share data</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
Net sales	\$ 1,259,121	\$ 1,159,218	\$ 2,407,720	\$ 2,338,807
Cost of goods sold (excluding depreciation and amortization below)	1,016,169	935,306	1,937,352	1,876,763
Selling, general and administrative expenses	185,977	169,914	369,016	357,347
Depreciation and amortization	5,620	6,360	11,721	13,516
Income from operations	51,355	47,638	89,631	91,181
Interest expense, net	14,400	13,821	27,930	26,350
Other income	(1,778)	(1,101)	(4,284)	(2,727)
Income before income taxes	38,733	34,918	65,985	67,558
Provision for income taxes	10,940	8,464	18,992	17,842
Net income	\$ 27,793	\$ 26,454	\$ 46,993	\$ 49,716
Earnings per share :				
Basic	\$ 0.65	\$ 0.63	\$ 1.11	\$ 1.18
Diluted	\$ 0.60	\$ 0.62	\$ 1.04	\$ 1.17

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

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

<i>Amounts in thousands</i>	Six Months Ended June 30,	
	2010	2009
Operating Activities:		
Net income	\$ 46,993	\$ 49,716
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	11,721	13,516
Amortization of debt issuance costs	1,303	2,029
Amortization of debt discount	2,558	7,691
Deferred income taxes	(3,789)	5,433
Stock-based compensation expense	7,117	6,319
Loss (gain) on sale of property, buildings and equipment	62	(362)
Asset impairment charge	3,793	—
Equity income, net of distributions in 2010 and 2009 of \$1,864 and \$3,395, respectively	(2,421)	668
Excess tax benefit from stock-based compensation	(629)	(155)
Interest related to uncertain tax positions	(310)	597
Changes in assets and liabilities		
Trade and other receivables, net	(80,204)	132,937
Inventories, net	(21,844)	92,011
Prepaid expenses and other current assets	3,217	(5,580)
Accounts payable	85,756	(72,623)
Accrued payroll and benefit costs	7,491	(23,831)
Other current and noncurrent liabilities	7,942	(3,664)
Net cash provided by operating activities	<u>68,756</u>	<u>204,702</u>
Investing Activities:		
Capital expenditures	(6,022)	(6,224)
Acquisition payments	(14,296)	(122)
Proceeds from sale of subsidiary	40,000	—
Equity distribution	4,054	1,039
Collection of note receivable	15,000	—
Proceeds from sale of assets	178	98
Net cash provided (used) by investing activities	<u>38,914</u>	<u>(5,209)</u>
Financing Activities:		
Proceeds from issuance of long-term debt	310,452	248,200
Repayments of long-term debt	(424,404)	(422,066)
Debt issuance costs	(596)	(1,890)
Proceeds from the exercise of stock options	613	312
Excess tax benefit from stock-based compensation	629	155
Repurchase of common stock	(111)	(18)
Decrease in bank overdrafts	(9,660)	(9,188)
Payments on capital lease obligations	(830)	(1,027)
Net cash used by financing activities	<u>(123,907)</u>	<u>(185,522)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(288)</u>	<u>2,981</u>
Net change in cash and cash equivalents	(16,525)	16,952
Cash and cash equivalents at the beginning of period	112,329	86,338
Cash and cash equivalents at the end of period	<u>\$ 95,804</u>	<u>\$ 103,290</u>
Supplemental disclosures:		
Non-cash investing and financing activities:		
Property, buildings and equipment acquired through capital leases	164	728

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

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

1. ORGANIZATION

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

2. ACCOUNTING POLICIES

Basis of Presentation

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

The unaudited condensed consolidated balance sheet as of June 30, 2010, the unaudited condensed consolidated statements of income for the three and six months ended June 30, 2010 and 2009, respectively, and the unaudited condensed consolidated statements of cash flows for the six months ended June 30, 2010 and 2009, respectively, in the opinion of management, have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair statement of the results of the interim periods. All adjustments reflected in the unaudited condensed consolidated financial statements are of a normal recurring nature unless indicated. Results for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

Recent Accounting Pronouncements

Pronouncements issued by the Financial Accounting Standards Board (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. STOCK-BASED COMPENSATION

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

During the three and six month periods ended June 30, 2010 and 2009, WESCO granted the following stock-settled stock appreciation rights at the following weighted average assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
Stock-settled appreciations rights granted	13,250	1,700	24,000	1,700
Risk free interest rate	2.2%	2.0%	2.2%	2.0%
Expected life	5.0 years	4.5 years	4.8 years	4.5 years
Expected volatility	49%	50%	49%	50%

For the three and six months ended June 30, 2010, the weighted average fair value per stock-settled appreciation right granted was \$17.07 and \$15.08, respectively. For the three and six months ended June 30, 2009, the weighted average fair value per equity award granted was \$10.86.

WESCO recognized \$3.6 million and \$3.2 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, for the three months ended June 30, 2010 and 2009, respectively. WESCO recognized \$7.1 million and \$6.3 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, for the six months ended June 30, 2010 and 2009, respectively. As of June 30, 2010, there was \$13.3 million of total unrecognized compensation cost related to non-vested stock-based compensation arrangements for all awards previously made, of which approximately \$5.0 million is expected to be recognized over the remainder of 2010, \$6.4 million in 2011, \$1.9 million in 2012 and less than \$0.1 million in 2013.

During the six months ended June 30, 2010 and 2009, the total intrinsic value of awards exercised was \$1.7 million and \$0.6 million, respectively, and the total amount of cash received from the exercise of options was \$0.6 million and \$0.3 million, respectively. The tax benefit associated with the exercise of awards for the six months ended June 30, 2010 and 2009 totaled \$0.6 million and \$0.2 million, respectively, and was recorded as a credit to additional capital.

The following table sets forth a summary of stock options and stock-settled stock appreciation rights and related information for the six months ended June 30, 2010:

	Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value (In Thousands)
Outstanding at December 31, 2009	4,226,153	\$ 35.30		
Granted	24,000	34.08		
Exercised	(77,524)	13.47		
Forfeited	(66,030)	34.42		
Outstanding at June 30, 2010	4,106,599	35.72	6.4	\$ 24,578
Exercisable at June 30, 2010	2,583,555	\$ 36.23	5.3	\$ 18,161

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The following table sets forth a summary of restricted stock units and related information for the six months ended June 30, 2010:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2009	243,942	\$ 25.37
Granted	—	—
Vested	(675)	25.37
Forfeited	(3,085)	25.37
Unvested at June 30, 2010	<u>240,182</u>	<u>\$ 25.37</u>

4. 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 and convertible debt.

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

	Three Months Ended June 30,	
	2010	2009
<i>Amounts in thousands, except share and per share data</i>		
Net income reported	\$ 27,793	\$ 26,454
Weighted average common shares outstanding used in computing basic earnings per share	42,477,630	42,267,444
Common shares issuable upon exercise of dilutive stock options	808,023	473,656
Common shares issuable from contingently convertible debentures (see note below for basis of calculation)	2,756,454	—
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	<u>46,042,107</u>	<u>42,741,100</u>
Earnings per share:		
Basic	\$ 0.65	\$ 0.63
Diluted	\$ 0.60	\$ 0.62

	Six Months Ended June 30,	
	2010	2009
<i>Amounts in thousands, except share and per share data</i>		
Net income reported	\$ 46,993	\$ 49,716
Weighted average common shares outstanding used in computing basic earnings per share	42,460,469	42,257,177
Common shares issuable upon exercise of dilutive stock options	694,861	359,913
Common shares issuable from contingently convertible debentures (see note below for basis of calculation)	1,843,267	—
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	<u>44,998,597</u>	<u>42,617,090</u>
Earnings per share:		
Basic	\$ 1.11	\$ 1.18
Diluted	\$ 1.04	\$ 1.17

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For the three months ended June 30, 2010 and 2009, the computation of diluted earnings per share excluded 1.8 million and 2.6 million, respectively, of stock-settled stock appreciation rights at weighted average exercise prices of \$52 per share and \$47 per share, respectively. For the six months ended June 30, 2010 and 2009, the computation of diluted earnings per share excluded stock-settled stock appreciation rights of 1.8 million and 3.0 million, respectively, at weighted average exercise prices of \$52 per share and \$43 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 2.625% Convertible Senior Debentures due 2025 (the "2025 Debentures"), the 1.75% Convertible Senior Debentures due 2026 (the "2026 Debentures") and the 6.0% Convertible Senior Debentures due 2029 (the "2029 Debentures" and together with the 2025 Debentures and 2026 Debentures, the "Debentures") in cash, WESCO is not required to include any shares underlying the Debentures in its diluted weighted average shares outstanding until the average stock price per share for the period exceeds the conversion price of the respective Debentures. At such time, only the number of shares that would be issuable (under the treasury stock method of accounting for share dilution) would be included, which is based upon the amount by which the average stock price exceeds the conversion price. The conversion prices of the 2029 Debentures, 2026 Debentures and 2025 Debentures are \$28.87, \$88.15 and \$41.86, respectively. Share dilution is limited to a maximum of 11,951,939 shares for the 2029 Debentures, 2,507 shares for the 2026 Debentures and 2,205,434 shares for the 2025 Debentures. Since the average stock prices for the three and six month periods ended June 30, 2010 were \$37.52 per share and \$34.13 per share, respectively, 2,756,454 shares and 1,843,267 shares, respectively, underlying the 2029 Debentures were included in the diluted share count, and the effect on diluted earnings per share for both periods was a decrease of approximately \$0.04. There was no impact of the Debentures on diluted earnings per share for the three and six month periods ended June 30, 2009.

5. REVOLVING CREDIT FACILITY

At June 30, 2010, the aggregate borrowing capacity under the revolving credit facility was \$375 million. The revolving credit facility consists of two separate sub-facilities: (i) a U.S. sub-facility and (ii) a Canadian sub-facility and includes a letter of credit sub-limit of up to \$55 million. The facility matures on November 1, 2013 and is collateralized by the inventory of WESCO Distribution, Inc. ("WESCO Distribution") and the inventory and accounts receivable of WESCO Distribution Canada, L.P. WESCO Distribution's obligations under the revolving credit facility have been guaranteed by WESCO International, Inc. ("WESCO International") and by certain of WESCO Distribution's subsidiaries.

On February 19, 2010, WESCO Distribution, along with certain of its subsidiaries, entered into a Limited Consent and Amendment No. 4 (the "Amendment") to its Third Amended and Restated Revolving Credit Agreement, dated November 1, 2006 (the "Agreement"). The Amendment permits WESCO to complete certain legal entity restructuring actions, issue additional surety bonds and invest additional resources in foreign subsidiaries. In addition, the amendment enhances WESCO's hedging capacities.

Pursuant to the terms of the Amendment, WESCO agreed to modify the Applicable Margins (as defined in the Agreement) paid to the lenders on borrowings and letters of credit. Availability under the facility is limited to the amount of eligible U.S. and Canadian inventory and Canadian receivables applied against certain advance rates. Depending upon the amount of excess availability under the facility, interest will be calculated at LIBOR plus a margin that ranges between 2.25% and 2.875% or at the Index Rate (prime rate published by the Wall Street Journal) plus a margin that ranges between 1.00% and 1.625%. This change represented a 1.125% to 1.25% adjustment in borrowing margin over the previous rates. The fee for unused capacity associated with the facility was not changed and will range between 0.25% and 0.375%.

As long as the average daily excess availability for both the preceding and projected succeeding 90-day period is greater than \$50 million, WESCO would be permitted to make acquisitions and repurchase outstanding public stock and bonds. The above permitted transactions would also be allowed if such excess availability is between \$25 million and \$50 million and WESCO's fixed charge coverage ratio, as defined by Agreement, is at least 1.25 to 1.0 after taking into consideration the permitted transaction. Additionally, if excess availability under the revolving credit facility is less than \$60 million, then WESCO must maintain a fixed charge coverage ratio of 1.1 to 1.0. At June 30, 2010, WESCO had \$28.0 million outstanding under the facility.

6. EQUITY INVESTMENT

During the first quarter of 2008, WESCO and Deutsch Engineered Connecting Devices, Inc. (“Deutsch”) completed a transaction with respect to WESCO’s LADD operations, which resulted in a joint venture in which Deutsch owned a 60% interest and WESCO owned a 40% interest. WESCO accounted for its investment in the joint venture using the equity method of accounting. Accordingly, earnings from the joint venture were recorded as other income in the consolidated statement of income. Deutsch was entitled, but not obliged, to acquire the remaining 40% after January 1, 2010. Deutsch paid to WESCO aggregate consideration of approximately \$75.0 million, consisting of \$60.0 million in cash plus a \$15.0 million promissory note for its 60% interest in the joint venture.

On January 15, 2010, WESCO received \$1.8 million in accrued interest related to the promissory note for the period from January 2, 2008 to January 2, 2010. In addition, Deutsch and WESCO entered into an amended promissory note agreement. The amendment extended the maturity date for the payment of principal and interest to the earlier of (a) the closing date of Deutsch’s option to acquire the remaining 40% joint venture interest or (b) the maturity date of Deutsch’s credit facility or mezzanine financing facility. Interest accrued at a rate of 8.5% compounded annually. Management believed this rate was commensurate with a market rate of interest; therefore, no reserve or allowance was recorded against the promissory note.

On April 30, 2010, Deutsch notified WESCO it would exercise its option to purchase the remaining 40% of the LADD joint venture. The option price for Deutsch to acquire the remaining 40% of the joint venture was determined based upon a multiple of trailing earnings, with a minimum purchase price of \$40.0 million and maximum purchase price of \$50.0 million. The investment in the LADD joint venture at March 31, 2010 was \$43.4 million, and the estimated option exercise price was \$40.0 million. As a result, WESCO recorded a pre-tax impairment loss of \$3.4 million to selling, general and administrative expenses during the first quarter of 2010. On June 7, 2010, WESCO completed the sale of its 40% interest in the LADD joint venture and recorded an additional impairment charge of \$0.4 million to selling, general and administrative expenses. WESCO received \$40.0 million for its 40% interest plus \$15.0 million for the outstanding promissory note and \$0.5 million for accrued interest.

7. EMPLOYEE BENEFIT PLANS

A majority of WESCO’s employees are covered by defined contribution retirement savings plans for their services rendered subsequent to WESCO’s formation. WESCO also offers a deferred compensation plan for select individuals. For U.S. participants, WESCO will make contributions in an amount equal to 50% of the participant’s total monthly contributions up to a maximum of 6% of eligible compensation. For Canadian participants, WESCO will make contributions in an amount ranging from 1% to 7% of the participant’s eligible compensation based on years of continuous service. In addition, employer contributions may be made at the discretion of the Board of Directors. For the six months ended June 30, 2010 and 2009, WESCO incurred charges of \$11.0 million and \$5.0 million, respectively, for all such plans. Effective January 1, 2010, WESCO reinstated all discretionary contributions that had been suspended since August 1, 2009 with the exception of a certain group of employees comprised of corporate officers and others. Reinstatement for these employees will be contingent upon WESCO reaching certain financial objectives. Contributions are made in cash to all employee retirement savings plan accounts, except for the deferred compensation plan. Employees then have the option to transfer balances allocated to their accounts into any of the available investment options, including WESCO common stock.

8. COMMITMENTS AND CONTINGENCIES

WESCO is a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that WESCO sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of \$52 million. WESCO has denied any liability, believes that it has meritorious defenses and intends to vigorously defend itself against these allegations. Accordingly, no liability is recorded for this matter as of June 30, 2010.

9. COMPREHENSIVE INCOME

The following tables set forth comprehensive income and its components:

<i>Amounts in thousands</i>	Three Months Ended June 30,	
	2010	2009
Net income	\$ 27,793	\$ 24,454
Foreign currency translation adjustment	(7,578)	16,011
Comprehensive income	\$ 20,215	\$ 40,465

<i>Amounts in thousands</i>	Six Months Ended June 30,	
	2010	2009
Net income	\$ 46,993	\$ 49,716
Foreign currency translation adjustment	(174)	10,005
Comprehensive income	\$ 46,819	\$ 59,721

10. INCOME TAXES

The effective tax rate for the three months ended June 30, 2010 and 2009 was 28.2% and 24.2%, respectively, and the effective tax rate for the six months ended June 30, 2010 and 2009 was 28.8% and 26.4%, respectively. WESCO's three and six month effective tax rates are lower than the federal statutory rate of 35% primarily due to benefits resulting from the recapitalization of Canadian operations, which are partially offset by nondeductible expenses, state taxes and foreign rate differences. The effective tax rate for the six months ended June 30, 2010 reflects discrete adjustments totaling \$1.2 million related to changes in uncertain tax positions and discrete adjustments totaling \$0.5 million associated with prior years' taxes. The effective tax rate for the six months ended June 30, 2009 included a discrete benefit of \$0.2 million related to prior years' taxes.

The total amount of unrecognized tax benefits was \$8.5 million and \$8.1 million as of June 30, 2010 and December 31, 2009, respectively. If these tax benefits were recognized in the consolidated financial statements, the portion of these amounts that would reduce WESCO's effective tax rate would be \$7.4 million and \$7.1 million, respectively. During the next twelve months, it is reasonably possible that the amount of unrecognized tax benefits will decrease by \$1.4 million due to the resolution of federal, state and foreign tax examinations.

WESCO records interest related to uncertain tax positions as a part of interest expense in the consolidated statement of income. As of June 30, 2010 and December 31, 2009, WESCO had an accrued liability for interest related to uncertain tax positions of \$4.8 million and \$4.5 million, respectively. Penalties are recognized as part of income tax expense. There were no penalties recorded during the six months ended June 30, 2010.

11. OTHER FINANCIAL INFORMATION

WESCO Distribution, a wholly owned subsidiary of WESCO International, has outstanding \$150.0 million in aggregate principal amount of 7.50% Senior Subordinated Notes due 2017 (the "2017 Notes"), and WESCO International has outstanding \$92.3 million in aggregate principal amount of 2025 Debentures, \$0.2 million in aggregate principal amount of 2026 Debentures and \$345.0 million in aggregate principal amount of 2029 Debentures. The 2017 Notes are fully and unconditionally guaranteed by WESCO International on a subordinated basis to all existing and future senior indebtedness of WESCO International. The 2025 Debentures, 2026 Debentures and 2029 Debentures are fully and unconditionally guaranteed by WESCO Distribution on a senior subordinated basis to all existing and future senior indebtedness of WESCO Distribution.

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

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

	Three Months Ended June 30, 2010				
	WESCO International, Inc.	WESCO Distribution, Inc.	(In thousands) Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$ 701,505	\$ 576,377	\$ (18,761)	\$ 1,259,121
Cost of goods sold	—	565,868	469,062	(18,761)	1,016,169
Selling, general and administrative expenses	34	124,718	61,225	—	185,977
Depreciation and amortization	—	2,614	3,006	—	5,620
Results of affiliates' operations	35,085	34,916	—	(70,001)	—
Interest expense, net	7,258	3,261	3,881	—	14,400
Other income	—	(1,778)	—	—	(1,778)
Provision for income taxes	—	6,653	4,287	—	10,940
Net income	\$ 27,793	\$ 35,085	\$ 34,916	\$ (70,001)	\$ 27,793

	Three Months Ended June 30, 2009				
	WESCO International, Inc.	WESCO Distribution, Inc.	(In thousands) Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$ 785,493	\$ 373,725	\$ —	\$ 1,159,218
Cost of goods sold	—	638,641	296,665	—	935,306
Selling, general and administrative expenses	2	129,201	40,711	—	169,914
Depreciation and amortization	—	6,605	(245)	—	6,360
Results of affiliates' operations	26,745	46,910	—	(73,655)	—
Interest expense, net	289	28,022	(14,490)	—	13,821
Other income	—	(1,101)	—	—	(1,101)
Provision for income taxes	—	4,290	4,174	—	8,464
Net income	\$ 26,454	\$ 26,745	\$ 46,910	\$ (73,655)	\$ 26,454

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

	Six Months Ended June 30, 2010				
	WESCO International, Inc.	WESCO Distribution, Inc.	(In thousands) Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$ 1,360,451	\$ 1,079,748	\$ (32,479)	\$ 2,407,720
Cost of goods sold	—	1,093,561	876,270	(32,479)	1,937,352
Selling, general and administrative expenses	122	253,975	114,919	—	369,016
Depreciation and amortization	—	6,110	5,611	—	11,721
Results of affiliates' operations	61,641	69,744	—	(131,385)	—
Interest expense, net	14,526	7,006	6,398	—	27,930
Other income	—	(4,284)	—	—	(4,284)
Provision for income taxes	—	12,186	6,806	—	18,992
Net income	\$ 46,993	\$ 61,641	\$ 69,744	\$ (131,385)	\$ 46,993

	Six Months Ended June 30, 2009				
	WESCO International, Inc.	WESCO Distribution, Inc.	(In thousands) Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	\$ —	\$ 1,620,362	\$ 718,445	\$ —	\$ 2,338,807
Cost of goods sold	—	1,311,366	565,397	—	1,876,763
Selling, general and administrative expenses	4	274,834	82,509	—	357,347
Depreciation and amortization	—	10,199	3,317	—	13,516
Results of affiliates' operations	50,374	64,210	—	(114,584)	—
Interest expense (income), net	654	31,556	(5,860)	—	26,350
Other income	—	(2,727)	—	—	(2,727)
Provision for income taxes	—	8,970	8,872	—	17,842
Net income	\$ 49,716	\$ 50,374	\$ 64,210	\$ (114,584)	\$ 49,716

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

	Six Months Ended June 30, 2010				
	(In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash provided (used) by operating activities	\$ 7,263	\$ 83,034	\$ (21,541)	\$ —	\$ 68,756
Investing activities:					
Capital expenditures	—	(5,784)	(238)	—	(6,022)
Acquisition payments	—	(14,296)	—	—	(14,296)
Proceeds from sale of subsidiary	—	40,000	—	—	40,000
Collection of note receivable	—	15,000	—	—	15,000
Other	—	4,232	—	—	4,232
Net cash provided (used) by investing activities	—	39,152	(238)	—	38,914
Financing activities:					
Net repayments	(8,393)	(106,389)	—	—	(114,782)
Equity transactions	1,131	—	—	—	1,131
Other	—	(10,256)	—	—	(10,256)
Net cash used by financing activities	(7,262)	(116,645)	—	—	(123,907)
Effect of exchange rate changes on cash and cash equivalents	—	—	(288)	—	(288)
Net change in cash and cash equivalents	1	5,541	(22,067)	—	(16,525)
Cash and cash equivalents at the beginning of year	3	16,924	95,402	—	112,329
Cash and cash equivalents at the end of period	\$ 4	\$ 22,465	\$ 73,335	\$ —	\$ 95,804

	Six Months Ended June 30, 2009				
	(In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash provided by operating activities	\$ 6,594	\$ 185,789	\$ 12,319	\$ —	\$ 204,702
Investing activities:					
Capital expenditures	—	(5,826)	(398)	—	(6,224)
Acquisition payments	—	(122)	—	—	(122)
Equity income, net of distributions	—	1,039	—	—	1,039
Other	—	98	—	—	98
Net cash used by investing activities	—	(4,811)	(398)	—	(5,209)
Financing activities:					
Net repayments	(7,046)	(166,062)	(758)	—	(173,866)
Equity transactions	449	—	—	—	449
Other	—	(10,215)	(1,890)	—	(12,105)
Net cash used by financing activities	(6,597)	(176,277)	(2,648)	—	(185,522)
Effect of exchange rate changes on cash and cash equivalents	—	—	2,981	—	2,981
Net change in cash and cash equivalents	(3)	4,701	12,254	—	16,952
Cash and cash equivalents at the beginning of year	—	18,453	67,885	—	86,338
Cash and cash equivalents at the end of period	\$ (3)	\$ 23,154	\$ 80,139	\$ —	\$ 103,290

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

The following discussion should be read in conjunction with the information in the unaudited condensed consolidated financial statements and notes thereto included herein and WESCO International Inc.'s Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its 2009 Annual Report on Form 10-K. The matters discussed herein may contain forward-looking statements that are subject to certain risks and uncertainties that could cause actual results to differ materially from expectations. Certain of these risks are set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, as well as the Company's other reports filed with the Securities and Exchange Commission.

Company Overview

WESCO International, Inc., incorporated in 1993 and formed in February 1994 upon acquiring a distribution business from Westinghouse Electric Corporation, is a leading North American distributor of products and provider of supply chain services used primarily in the industrial, construction, utility and commercial, institutional and government markets. We serve over 100,000 customers globally, including a majority of the Fortune 500, through approximately 380 full service branches and seven distribution centers located primarily in the United States, Canada and Mexico, with additional locations in the United Kingdom, Singapore, China, Australia, Africa and the United Arab Emirates. Approximately 83% of our net sales are generated from operations in the United States, 13% from Canada and the remainder from other countries.

We sell electrical and industrial maintenance, repair and operating supplies, commonly referred to as "MRO", and electrical and non-electrical construction and original equipment manufacturer ("OEM") products and services. Our primary product categories include general electrical and industrial supplies, wire, cable and conduit, data communications, power distribution equipment, lighting and lighting control systems, control and automation and motors. We distribute more than 1,000,000 products from approximately 17,000 suppliers utilizing an automated, proprietary electronic procurement and inventory replenishment system. In addition, we offer a comprehensive portfolio of value-added services, which include supply chain management, logistics and transportation procurement, warehousing and inventory management as well as kitting and limited assembly of products. 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.

Our financial results for the first six months of 2010 reflect slowly improving conditions in our markets served, higher product prices and favorable foreign currency exchange rates. Sales increased \$68.9 million, or 2.9%, over the same period last year. Cost of goods sold as a percentage of net sales was 80.5% and 80.2% for the first six months of 2010 and 2009, respectively. Operating income decreased by \$1.6 million, or 1.7%, primarily from the increase in operating expenses and the impairment charge recorded in connection with our 40% investment in the LADD joint venture. Refer to Note 6 of our notes to the condensed consolidated financial statements for additional information regarding the LADD joint venture. Net income for the six months ended June 30, 2010 and 2009 was \$47.0 million and \$49.7 million, respectively.

Cash Flow

We generated \$68.8 million in operating cash flow for the first six months of 2010. Included in this amount was net income of \$47.0 million, an increase in accounts payable of \$85.8 million and an increase in trade and other receivables of \$80.2 million. Investing activities were primarily comprised of proceeds from the sale of our 40% interest in the LADD joint venture. Proceeds included \$40.0 million for our 40% interest, plus \$15.0 million for the collection of a promissory note. Investing activities for the first six months of 2010 also included \$14.3 million for acquisition payments and \$6.0 million for capital expenditures. Financing activities consisted of borrowings and repayments of \$125.0 million and \$293.5 million, respectively, related to our revolving credit facility, and net borrowings of \$55.0 million related to our accounts receivable securitization facility (the "Receivables Facility").

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Financing Availability

As of June 30, 2010, we had \$511.0 million in total available borrowing capacity. The available borrowing capacity under our revolving credit facility, which has a maturity date of November 1, 2013, was \$248.0 million, of which \$185.6 million is the U.S. sub-facility borrowing limit and \$62.4 million is the Canadian sub-facility borrowing limit. The available borrowing capacity under the Receivables Facility, which was amended and restated in April 2009 to, among other things, extend the maturity date to April 13, 2012, was \$263.0 million at June 30, 2010. In addition, in August 2009, we completed an exchange offer pursuant to which we issued \$345.0 million aggregate principal amount of the 2029 Debentures in exchange for approximately \$299.7 million and \$57.7 million aggregate principal amounts of our outstanding 2026 Debentures and 2025 Debentures, respectively. Our 2025 Debentures and 2029 Debentures cannot be redeemed or repurchased until October 2010 and September 2016, respectively. In the event that our 2025 Debentures are redeemed or repurchased in October 2010, we believe that we will have ample financial capacity to handle such funding requirement. We monitor the depository institutions that hold our cash and cash equivalents on a regular basis, and we believe that we have placed our deposits with creditworthy financial institutions. For further discussion refer to "Liquidity and Capital Resources."

Outlook

We believe that improvements made to our operations and capital structure and decisive actions taken over the past two years have positioned us to operate effectively as we continue to move through the recovery phase of this economic cycle. We expect the economic recovery to be slow, and we believe that market trends point towards continued contraction in the non-residential construction and utility markets and gradual recovery in the industrial, international and government markets. We anticipate third quarter sales to trend with historical seasonality, and therefore we believe sales will be flat to slightly higher than in the second quarter. We expect gross margins to improve somewhat from second quarter levels and selling, general and administrative expenses to be stable. We expect third quarter operating margins to be somewhat higher than second quarter margins. Sales per workday in July 2010 was approximately 11.0% greater than sales per workday in July 2009, although there can be no assurance that sales will continue to increase over the prior year in August and September. We remain focused on actions to improve margins, provide superior customer service, maintain our cost leadership position, strengthen our team and produce improved shareholder returns.

Critical Accounting Policies and Estimates

During the six month period ended June 30, 2010, there were no significant changes to our critical accounting policies and estimates referenced in the 2009 Annual Report on Form 10-K.

Results of Operations

Second Quarter of 2010 versus Second Quarter of 2009

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

	Three Months Ended	
	June 30,	
	2010	2009
Net sales	100%	100.0%
Cost of goods sold	80.7	80.7
Selling, general and administrative expenses	14.8	14.7
Depreciation and amortization	0.4	0.5
Income from operations	4.1	4.1
Interest expense	1.1	1.2
Other income	(0.1)	(0.1)
Income before income taxes	3.1	3.0
Provision for income taxes	0.9	0.7
Net income	2.2%	2.3%

Net sales in the second quarter of 2010 totaled \$1,259.1 million versus \$1,159.2 million in the comparable period for 2009, an increase of \$99.9 million, or 8.6%, over the same period last year. Sales were positively impacted by growth in our markets served, higher product prices due primarily to rising commodity prices and favorable foreign currency exchange rates.

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Cost of goods sold for the second quarter of 2010 was \$1,016.2 million versus \$935.3 million for the comparable period in 2009, and cost of goods sold as a percentage of net sales was 80.7% in 2010 and 2009. The cost of goods sold percentage was unchanged as an improved sales mix was offset by an increase in inventory reserves due to higher inventory levels.

Selling, general and administrative (“SG&A”) expenses in the second quarter of 2010 totaled \$186.0 million versus \$169.9 million in last year’s comparable quarter. The increase in SG&A expenses is primarily due to the restoration of temporary cost reductions taken in the prior year. As a percentage of net sales, SG&A expenses were 14.8% in the second quarter of 2010 and 14.7% in the second quarter of 2009, primarily reflecting the impact of the reinstatement of discretionary benefits, the absence of mandatory unpaid leave of absences in the current year, and an increase in operating expenses driven by the increase in sales, partially offset by the impact of headcount cost reduction actions taken in the prior year.

SG&A payroll expenses for the second quarter of 2010 of \$125.7 million increased by \$11.2 million compared to the same quarter in 2009. The increase in payroll expenses was primarily due to the reinstatement of 401K discretionary contributions and the absence of mandatory unpaid leave of absences in the current quarter, partially offset by severance costs recorded in the second quarter of 2009. The net impact of these temporary cost and discretionary benefit changes increased payroll expense by \$10.4 million. Other SG&A related payroll expenses increased \$0.8 million.

The remaining SG&A expenses for the second quarter of 2010 of \$60.3 million increased by \$4.9 million compared to same quarter in 2009. Included in this period’s SG&A expenses was an increase in various operating expenses of \$4.5 million due to the increase in business activity levels and an additional charge of \$0.4 million related to the impairment of our 40% interest in the LADD joint venture.

Depreciation and amortization for the second quarter of 2010 was \$5.6 million versus \$6.4 million in last year’s comparable quarter. The decrease is due to the reduction in capital expenditures in 2009.

Interest expense totaled \$14.4 million for the second quarter of 2010 versus \$13.8 million in last year’s comparable quarter, an increase of 4.2%. Interest expense for the second quarter of 2010 was impacted by the increase in interest rates, which was a result of amending both the Receivables Facility and revolving credit facility in April 2009 and February 2010, respectively. The application of the provisions of guidance concerning convertible debt instruments as of January 1, 2009 resulted in non-cash interest expense of \$1.3 million in 2010 and \$3.8 million in 2009.

Other income totaled \$1.8 million for the second quarter of 2010 versus \$1.1 million in the comparable period for 2009. The increase in other income is due to the increase in the joint venture’s income. We accounted for our investment in the LADD joint venture on an equity basis, and earnings were reported as other income in the consolidated statement of income. On June 7, 2010, we announced that we completed the sale of our 40% interest in the LADD joint venture to Deutsch, previously the 60% owner of the LADD joint venture. We received equity income through May 31, 2010 and distributions through April 30, 2010, the date Deutsch notified WESCO of its exercise of its option to purchase the remaining 40% of the LADD joint venture. As a result of this transaction, in the future there will be no other income reported for the LADD joint venture.

Income tax expense totaled \$10.9 million in the second quarter of 2010, and the effective tax rate was 28.2% compared to 24.2% in the same quarter in 2009. The increase in the effective tax rate is due to the impact from foreign jurisdictions.

For the second quarter of 2010, net income increased by \$1.3 million to \$27.8 million compared to \$26.5 million in the second quarter of 2009. Diluted earnings per share was \$0.60 for the second quarter of 2010 compared with \$0.62 per diluted share for the second quarter of 2009. The increase in net income was primarily due to the increase in sales attributable to improved market conditions.

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Six Months Ended June 30, 2010 versus Six Months Ended June 30, 2009

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

	Six Months Ended June 30,	
	2010	2009
Net sales	100%	100.0%
Cost of goods sold	80.5	80.2
Selling, general and administrative expenses	15.3	15.3
Depreciation and amortization	0.5	0.6
Income from operations	3.7	3.9
Interest expense	1.2	1.1
Other income	(0.2)	(0.1)
Income before income taxes	2.7	2.9
Provision for income taxes	0.8	0.8
Net income	1.9%	2.1%

Net sales in the first six months of 2010 totaled \$2,407.7 million versus \$2,338.8 million in the comparable period for 2009, an increase of \$68.9 million, or 2.9%, over the same period last year. Sales were positively impacted by improved conditions in our markets served, higher product prices due primarily to rising commodity prices and favorable foreign currency exchange rates.

Cost of goods sold for the first six months of 2010 was \$1,937.4 million versus \$1,876.8 million for the comparable period in 2009, and cost of goods sold as a percentage of net sales was 80.5% in 2010 and 80.2% in 2009. The increase in the cost of goods sold percentage was primarily due to an increase in inventory reserves due to higher inventory levels partially offset by an improved sales mix.

SG&A expenses in the first six months of 2010 totaled \$369.0 million versus \$357.3 million in last year's comparable period. The increase in SG&A expenses is primarily due to the restoration of temporary cost reductions taken in the prior year. As a percentage of net sales, SG&A expenses were 15.3% in the first six months of 2010 and 2009, primarily reflecting the impact of the reinstatement of discretionary benefits, the absence of mandatory unpaid leave of absences in the current year, an increase in operating expenses driven by the increase in sales and an impairment charge related to our 40% interest in the LADD joint venture, offset by the impact of headcount cost reduction actions taken in the prior year.

SG&A payroll expenses for the first six months of 2010 of \$250.5 million increased by \$4.4 million compared to the same period in 2009. The increase in payroll expenses was primarily due to the reinstatement of 401K discretionary contributions and the absence of mandatory unpaid leave of absences in the first six months of 2010, partially offset by severance costs recorded in the first six months of 2009. The net impact of these temporary cost and discretionary benefit changes increased payroll expense by \$8.9 million. Other SG&A related payroll expenses decreased \$4.5 million due to headcount cost reduction actions taken in the comparable prior year period.

The remaining SG&A expenses for the first six months of 2010 of \$118.5 million increased by approximately \$7.3 million compared to same period in 2009. Included in this period's SG&A expenses was a charge of \$3.8 million related to the impairment of our 40% interest in the LADD joint venture and an increase in various operating expenses of \$3.5 million due to the increase in business activity levels.

Depreciation and amortization for the first six months of 2010 was \$11.7 million versus \$13.5 million in last year's comparable period. The decrease is due to the reduction in capital expenditures in 2009.

Interest expense totaled \$27.9 million for the first six months of 2010 versus \$26.4 million in last year's comparable period, an increase of 6.0%. Interest expense for the first six months of 2010 was impacted by the increase in interest rates, which was a result of amending both the Receivables Facility and revolving credit facility in April 2009 and February 2010, respectively. The application of the provisions of guidance concerning convertible debt instruments as of January 1, 2009 resulted in non-cash interest expense of \$2.6 million in 2010 and \$7.7 million in 2009.

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Other income totaled \$4.3 million for the first six months of 2010 versus \$2.7 million in the comparable period for 2009. The increase in other income is due to the increase in the joint venture's income. We accounted for our investment in the LADD joint venture on an equity basis, and earnings were reported as other income in the consolidated statement of income. On June 7, 2010, we announced that we completed the sale of our 40% interest in the LADD joint venture to Deutsch, previously the 60% owner of the LADD joint venture. We received equity income through May 31, 2010 and distributions through April 30, 2010, the date Deutsch notified WESCO of its exercise of its option to purchase the remaining 40% of the LADD joint venture. As a result of this transaction, in the future there will be no other income reported for the LADD joint venture.

Income tax expense totaled \$19.0 million in the first six months of 2010, and the effective tax rate was 28.8% compared to 26.4% in the same period in 2009. The increase in the effective tax rate is due to the impact from foreign jurisdictions.

For the first six months of 2010, net income decreased by \$2.7 million to \$47.0 million compared to \$49.7 million in the first six months of 2009. Diluted earnings per share was \$1.04 for the first six months of 2010 compared with \$1.17 per diluted share for the first six months of 2009. The decrease in net income was primarily due to the increase in operating costs partially offset by the increase in sales attributable to improved market conditions.

Liquidity and Capital Resources

Total assets at June 30, 2010 and December 31, 2009 were \$2.5 billion. Total assets remained unchanged primarily as a result of the increase in accounts receivable of \$95.6 million and the increase in inventory of \$24.3 million, which was mostly offset by the decrease in investment in subsidiary of \$44.0 million related to the sale of our 40% interest in the LADD joint venture, the decrease in cash of \$16.5 million, the decrease in other accounts receivable of \$15.5 million and the decrease in other assets of \$12.4 million related to the collection of the LADD joint venture promissory note. Total liabilities at June 30, 2010 and December 31, 2009 were \$1.5 billion. Total liabilities remained unchanged primarily as a result of the decrease in long-term debt of \$112.1 million, which was partially offset by the increase in accounts payable of \$87.6 million. Stockholders' equity increased 5.5% to \$1,051.4 million at June 30, 2010, compared with \$996.3 million at December 31, 2009, primarily as a result of net earnings of \$47.0 million and stock-based compensation expense of \$7.1 million.

Our liquidity needs generally arise from working capital requirements, capital expenditures, acquisitions and debt service obligations. As of June 30, 2010, we had \$248.0 million in available borrowing capacity under our revolving credit facility, which, combined with our \$263.0 million of available borrowing capacity under our Receivables Facility and our invested cash, provides us with liquidity of \$576.2 million. During the current quarter, we used the proceeds from the sale of our 40% interest in the LADD joint venture, net of payments for the acquisition of the business of Potelcom Supply, Inc., to pay down our variable rate debt. 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 were in compliance with all covenants and restrictions as of June 30, 2010.

We did not note any conditions or events during the second quarter of 2010 requiring an interim evaluation of impairment of goodwill. We will perform our annual impairment testing of goodwill and indefinite-lived intangible assets during the fourth quarter of 2010.

Over the next several quarters, we expect to maintain working capital productivity, and it is expected that excess cash will be directed primarily at debt reduction. Our near term focus will be managing our cost structure as we resume sales growth and maintaining ample liquidity and credit availability. We believe our balance sheet and ability to generate ample cash flow provides us with a durable business model and should allow us to fund expansion needs and growth initiatives in this time of economic recovery.

Cash Flow

Operating Activities. Cash provided by operating activities for the first six months of 2010 totaled \$68.8 million compared with \$204.7 million of cash generated for the first six months of 2009. Cash provided by operating activities in the first six months of 2010 included net income of \$47.0 million and adjustments to net income totaling \$19.4 million. Cash flow generated from the changes in assets and liabilities was attributable to an increase in accounts payable of \$85.8 million, an increase in other current and noncurrent liabilities of \$7.9 million, an increase in accrued payroll and benefit costs of \$7.5 million due to the increase in commissions and benefit costs and an increase in prepaid expenses and other current assets of \$3.2 million. Cash used by operating activities in the first six

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months of 2010 included: \$80.2 million for the increase in trade and other receivables, resulting from an increase in sales; and \$21.8 million for the increase in inventory. During the first six months of 2009, primary sources of cash were net income of \$49.7 million and adjustments to net income totaling \$35.7 million; a decrease in trade and other receivables of \$132.9 million, resulting from the decrease in sales; and a decrease in inventory of \$92.0 million. Cash used by operating activities in the first six months of 2009 included: \$72.6 million for the decrease in accounts payable, resulting from the decrease in purchasing activity; \$23.8 million for the decrease in accrued payroll and benefit costs, resulting from the payment of the 2008 management incentive compensation; \$5.6 million for the increase in prepaid expenses and other current assets and \$3.6 million for the decrease in other current and noncurrent liabilities.

Investing Activities. Net cash provided by investing activities for the first six months of 2010 was \$38.9 million, compared with \$5.2 million of net cash used during the first six months of 2009. Included in 2010 were proceeds from the sale of our 40% interest in the LADD joint venture. Proceeds included \$40.0 million for our 40% interest, plus \$15.0 million for the collection of a promissory note. Investing activities for the first six months of 2010 also included payments of \$14.3 million related to the acquisition of the business of Potelcom Supply, Inc. Capital expenditures were \$6.0 million and \$6.2 million in the first six months of 2010 and 2009, respectively.

Financing Activities. Net cash used by financing activities for the first six months of 2010 and 2009 was \$123.9 million and \$185.5 million, respectively. During the first six months of 2010, borrowings and repayments of long-term debt of \$125.0 million and \$293.5 million, respectively, were made to our revolving credit facility. Borrowings and repayments of \$185.0 million and \$130.0 million, respectively, were applied to our Receivables Facility, and there were repayments of \$0.8 million to our mortgage financing facility. During the first six months of 2009, borrowings and repayments of long-term debt of \$193.2 million and \$196.2 million, respectively, were made to our revolving credit facility. Borrowings and repayments of \$55.0 million and \$225.0 million, respectively, were applied to our Receivables Facility, and there were repayments of \$0.8 million to our mortgage financing facility.

Contractual Cash Obligations and Other Commercial Commitments

There were no material changes in our contractual obligations and other commercial commitments that would require an update to the disclosure provided in our 2009 Annual Report on Form 10-K, other than the revolving credit facility disclosure in Note 5 to the condensed consolidated financial statements. Management believes that cash generated from operations, together with amounts available under our revolving credit facility and the Receivables Facility, will be sufficient to meet our working capital, capital expenditures and other cash requirements for the foreseeable future. However, there can be no assurances that this will continue to be the case.

Inflation

The rate of inflation affects different commodities, the cost of products purchased and ultimately the pricing of our different products and product classes to our customers. On an overall basis, our pricing related to inflation comprised an estimated \$60.0 million of our sales revenue for the six months ended June 30, 2010.

Seasonality

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

Impact of Recently Issued Accounting Standards

See Note 2 of our notes to the condensed consolidated financial statements for information regarding the effect of new accounting pronouncements.

Forward-Looking Statements

From time to time in this report and in other written reports and oral statements, references are made to expectations regarding our future performance. When used in this context, the words “anticipates,” “plans,” “believes,” “estimates,” “intends,” “expects,” “projects,” “will” and similar expressions may identify forward-looking statements, although not all forward-looking statements contain such words. Such statements including, but not limited to, our statements regarding 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. Certain of these risks are set forth in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2009, as well as the Company’s other reports filed with the Securities and Exchange Commission. We have undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures about Market Risks

There have not been any material changes to our exposures to market risk during the quarter ended June 30, 2010 that would require an update to the disclosures provided in our 2009 Annual Report on Form 10-K.

Item 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

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

Changes in Internal Control Over Financial Reporting

During the second quarter of 2010, there were no changes in our internal control over financial reporting identified in connection with management's evaluation of the effectiveness of our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II — Other Information

Item 1. Legal Proceedings

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

As initially reported in our 2008 Annual Report on Form 10-K, we are a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that we sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of \$52 million. We have denied any liability, continue to believe that we have meritorious defenses and intend to vigorously defend ourselves against these allegations. Accordingly, no liability is recorded for this matter as of June 30, 2010.

Information relating to legal proceedings is included in Note 8, Commitments and Contingencies of the Notes to the Condensed Consolidated Financial Statements and is incorporated herein by reference.

Item 6. Exhibits

(a) *Exhibits*

10.1	Form of Stock Appreciation Rights Agreement for Employees
10.2	Form of Restricted Stock Unit Agreement for Employees
10.3	Form of Stock Appreciation Rights Agreement for Non-Employee Directors
10.4	Form of Restricted Stock Unit Agreement for Non-Employee Directors
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data File*

* In accordance with Rule 406T of Regulation S-T promulgated by the Securities and Exchange Commission, Exhibit 101 is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WESCO International, Inc.

Date: August 4, 2010

/s/ Richard P. Heyse

Richard P. Heyse

Vice President and Chief Financial Officer



**FORM OF
STOCK APPRECIATION RIGHTS AGREEMENT**

This Stock Appreciation Rights Agreement dated as of ____, is between WESCO International, Inc., a Delaware corporation (the "Company"), and the Grantee whose name appears on the signature page (the "Grantee").

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 on the signature page (the "SAR Shares") at an exercise price of \$____ per SAR Share.

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 an exercise price of \$____ per share (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 ____, ____ and ____ 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 "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.

(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 Board) for a continuous period of six months or longer. The Board'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 Board.

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 (as defined in the Plan).

(b) Recapitalization. The number and kind of shares 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 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 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 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 acquisition by any person, entity or “group” (as defined in Section 13(d) of the Exchange Act), other than the Company, 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 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 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:

(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its subsidiaries (i) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its subsidiaries, or (ii) 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.

(2) 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.

(3) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (i) any employee of the Company or its subsidiaries or (ii) 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 address set forth on the signature page.

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.

(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.

(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.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____

THE GRANTEE:

By: _____

Total Number of Stock
Appreciation Rights Awarded: _____

Exercise price: \$_____

Grant Date: _____



**FORM OF
RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement, dated as of ____, is between WESCO International, Inc., a Delaware corporation (the "Company"), and the Grantee whose name appears on the signature page (the "Grantee").

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 on the signature page (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 this Agreement, 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 Units 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 Units"). These Dividend Units 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 Units 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 Units, 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 the payment by the Grantee of all applicable withholding taxes).

2. Vesting Term. Subject to Section 3, the RSUs shall vest 100% on _____. 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.

(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 Board) for a continuous period of six months or longer. The Board'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 Board.

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 (as defined in the Plan).

(b) Recapitalization. The number and kind of shares 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 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 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 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 acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, 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 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 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:

(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its subsidiaries (i) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its subsidiaries, or (ii) 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.

(2) 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.

(3) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (i) any employee of the Company or its subsidiaries or (ii) 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 address set forth on the signature page.

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.

(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.

(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.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____

THE GRANTEE:

By: _____

Total Number of Restricted
Stock Units Awarded: ____

Grant Date: ____



**FORM OF
NON-EMPLOYEE DIRECTOR
STOCK APPRECIATION RIGHT AGREEMENT**

1. **SAR.** This Stock Appreciation Right Agreement (“Agreement”) relates to and governs each and every stock appreciation right (referred to individually as a “SAR” and collectively as the “SARs”) granted by WESCO International, Inc. (the “Company”) to the Grantee identified on the signature page of this Agreement under the Company’s annual SAR grant program for its non-employee directors pursuant to the WESCO International, Inc. 1999 Long-Term Incentive Plan, as amended from time to time (the “Plan”). Each such SAR grant shall be confirmed and described in a separate Notice of Stock Appreciation Right Grant to be delivered by the Company to the Grantee. Each such Notice shall be deemed incorporated by reference into this Agreement, and shall set forth, among other things, the date of grant of the SAR, the aggregate number of shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), covered by the SAR, and the exercise price (“Exercise Price”) of the SAR. Such Notices and this Agreement are subordinate to, and the terms and conditions of each SAR granted to Grantee hereunder are subject to, the terms and conditions of the Plan. Capitalized terms used in this Agreement shall, unless otherwise defined herein, have the respective meanings given to such terms in the Plan.

2. **Exercisability.** Except as otherwise provided in this Agreement, the SAR shall become available for exercise, subject to the provisions hereof, as set forth in the applicable Notice of Stock Appreciation Right Grant, provided, however, that the Committee may accelerate the exercisability of any SAR, all SARs or any class of SARs, at any time and from time to time.

3. **Termination of SAR.**

(a) **Normal Termination Date.** Unless an earlier termination date is specified in Section 3(b), each SAR shall terminate on the Normal Termination Date specified in the applicable Notice of Stock Appreciation Right.

(b) **Early Termination.** If the Grantee’s Board Service (as defined below) is terminated as a result of a scheduled expiration of the Grantee’s term as a member of the Board of Directors of the Company or by reason of the Grantee’s death or Permanent Disability, then all of the Grantee’s SAR shall be deemed vested in full as of the date of termination. If the Grantee’s Board Service is terminated for any other reason prior to the Normal Termination Date, any portion of the SAR that has not become exercisable on or before the effective date of such termination of Board Service 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 Board Service, including as a result of a scheduled expiration of the Grantee’s term as a member of the Board of Directors of the Company or by reason of the Grantee’s death or

Permanent Disability, shall remain exercisable for whichever of the following periods is applicable, and if not exercised within such period, shall terminate upon the expiration of such period: (i) if the Grantee's Board Service 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 Board Service or (B) the Normal Termination Date of the SAR, (ii) if the Grantee's Board Service 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 Board Service or (B) the Normal Termination Date of the SAR, and (iii) if the Grantee's Board Service is terminated for any reason other than an Extraordinary Termination, then any then exercisable SAR held by such Grantee shall remain exercisable solely until the first to occur of (A) sixty days after the date of the Grantee's termination of Board Service or (B) the Normal Termination Date of the SAR.

4. 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 SAR shall have been secured, (ii) unless the purchase of the Shares upon the exercise of the SAR shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Shares shall have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall 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, 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 such beneficiary or the estate were the Grantee.

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

(i) "Board Service" shall mean service as a member of the Board of Directors 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.

(iii) "Retirement" shall mean retirement from the Company's Board of Directors at age 65 or later.

(iv) "Permanent Disability" shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee's duties as a member of the Company's Board of Directors lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board's reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be 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 Board.

5. Exercise of SAR. To the extent that the SAR shall have become and remain exercisable as provided in Section 2 and subject to such 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 in writing given 5 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. 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 in respect of 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 such fractional share). The Company may require the Grantee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such 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.

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 Net SAR Shares, when issued, delivered and paid for, upon exercise of the SAR in accordance with the terms hereof 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 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 1934, as amended) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares 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 that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, 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, provided, however, that if the Acquiring Corporation does not assume or substitute 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 such Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible solely by reason of this Section 7(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 acquisition by any person, entity or “group” (as defined in Section 13(d) of the Exchange Act), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company’s then outstanding voting securities; (b) the 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 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 SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for such 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.

9. 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 address set forth on the signature page hereof.

All such 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.

(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.

(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.

(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) Tax Status of SAR. The SAR is not intended to be treated as an arrangement that provides for a deferral of compensation subject to Section 409A of the Internal Revenue Code. This Agreement shall be construed and applied so as to ensure that the SAR is not covered by Section 409A; and this Agreement shall be deemed amended to the extent reasonably necessary, as determined by the Committee in its sole discretion, to exclude the SAR from the application of Section 409A. Without limiting the generality of the foregoing, in accordance with the proposed regulations promulgated under Section 409A and Notice 2005-1 of the Internal Revenue Service, the Exercise Price of a SAR shall never become less than the Fair Market Value of the underlying shares of Common Stock on the date of grant.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement.

WESCO INTERNATIONAL, INC.

By: _____
Name:
Title:

THE GRANTEE:

By: _____
Name: _____



**FORM OF
NON-EMPLOYEE DIRECTOR
RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (the "Agreement") dated _____, which relates to the Notice of Grant of Restricted Stock Unit Award (the "Notice") attached hereto, 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 Units 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 Units"). These Dividend Units 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 Units 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 Units, 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.

7. Defined Terms. Capitalized terms used but not defined in the Notice and Agreement shall have the meanings set forth in the Plan. For purposes of the Notice and Agreement, "Permanent Disability" shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee's duties as a member of the Company's Board of Directors lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board's reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be 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 Board.

8. Nonassignability. The RSUs may not be sold, assigned, transferred (other than by will or the laws of descent and distribution, or to a living trust with respect to which the Participant is treated as the owner under Sections 671 through 677 of the Code), pledged, hypothecated, or otherwise encumbered or disposed of until the restrictions on such RSUs, as set forth in the Notice and Agreement, have lapsed or been removed.

9. Participant Representations. The Participant hereby represents to the Company that the Participant has read and fully understands the provisions of the Notice, this Agreement and the Plan and the Participant's decision to participate in the Plan is completely voluntary. Further, the Participant acknowledges that the Participant is relying solely on his or her own advisors with respect to the tax consequences of this Restricted Stock Unit Award.

10. Regulatory Restrictions on the RSUs. Notwithstanding any other provision of the Plan, the obligation of the Company to issue Common Stock in connection with this Award under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Common Stock pursuant to this Agreement prior to the satisfaction of all legal requirements relating to the issuance of such shares, to their registration, qualification or listing or to an exemption from registration, qualification or listing.

11. Miscellaneous.

- 11.1 Notices. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by registered or certified mail, or by private courier, return receipt requested, postage prepaid to the parties at their respective addresses set forth herein, or to such other address as either shall have specified by notice in writing to the other. Notice shall be deemed duly given hereunder when delivered or mailed as provided herein.
- 11.2 Waiver. The waiver by any party hereto of a breach of any provision of the Notice or this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.
- 11.3 Entire Agreement. This Agreement, the Notice and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof.
- 11.4 Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.
- 11.5 Governing Law. The Notice and this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 11.6 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the

meaning or interpretation of any of the terms or provisions of this Agreement.

- 11.7 Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. The Agreement may be amended at any time by written agreement of the parties hereto.
- 11.8 No Right to Continued Service. Nothing in the Notice or this Agreement shall confer upon the Participant any right to continue in the service of the Company or affect the right of the Company to terminate the Participant's service at any time.
- 11.9 Further Assurances. The Participant agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of the Notice and this Agreement and the Plan.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement.

WESCO INTERNATIONAL, INC.

By: _____
Name:
Title:

THE GRANTEE:

By: _____
Name:
Address:

Total Number of Restricted Stock
RSUs Awarded: _____

Grant Date: _____

Exhibit 31.1

CERTIFICATION

I, John J. Engel, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: August 4, 2010

By: /s/ John J. Engel

John J. Engel
President and Chief Executive Officer

Exhibit 31.2
CERTIFICATION

I, Richard P. Heyse, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: August 4, 2010

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

Exhibit 32.1

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

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2010 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: August 4, 2010

By: /s/ John J. Engel
John J. Engel
President and Chief Executive Officer

Exhibit 32.2

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

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2010 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: August 4, 2010

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