

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2025

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)

**225 West Station Square Drive
Suite 700**

Pittsburgh, Pennsylvania

(Address of principal executive offices)

25-1723342

(I.R.S. Employer
Identification No.)

15219

(Zip Code)

(412) 454-2200

(Registrant's telephone number, including area code)

Not applicable.

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

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

Title of Class	Trading Symbol(s)	Name of Exchange on which registered
Common Stock, par value \$.01 per share	WCC	New York Stock Exchange

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for 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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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 October 29, 2025, 48,646,230 shares of common stock, \$0.01 par value, of the registrant were outstanding.

QUARTERLY REPORT ON FORM 10-Q

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

The interim financial information required by this item is set forth in the unaudited Condensed Consolidated Financial Statements and Notes thereto in this Quarterly Report on Form 10-Q, as follows:

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except shares)
(unaudited)

Assets	As of	
	September 30, 2025	December 31, 2024
Current assets:		
Cash and cash equivalents	\$ 571.9	\$ 702.6
Trade accounts receivable, net of allowance for expected credit losses of \$68.8 and \$55.0 in 2025 and 2024, respectively	4,204.2	3,454.4
Other accounts receivable	460.3	416.3
Inventories	4,059.1	3,501.7
Prepaid expenses and other current assets	270.8	276.4
Total current assets	9,566.3	8,351.4
Property, buildings and equipment, net of accumulated depreciation of \$603.2 and \$554.1 in 2025 and 2024, respectively	448.0	442.9
Operating lease assets	892.2	735.1
Intangible assets, net	1,789.1	1,835.9
Goodwill	3,331.3	3,280.1
Deferred income taxes	45.9	41.9
Other assets	480.5	374.1
Total assets	\$ 16,553.3	\$ 15,061.4
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 3,375.1	\$ 2,670.6
Accrued payroll and benefit costs	251.1	242.3
Short-term debt and current portion of long-term debt	28.0	19.5
Other current liabilities	925.5	871.6
Total current liabilities	4,579.7	3,804.0
Long-term debt, net of debt discount and debt issuance costs of \$51.3 and \$47.2 in 2025 and 2024, respectively	5,721.9	5,045.5
Operating lease liabilities	763.8	614.8
Deferred income taxes	414.4	415.6
Other noncurrent liabilities	231.8	216.0
Total liabilities	\$ 11,711.6	\$ 10,095.9
Commitments and Contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, \$.01 par value; 20,000,000 shares authorized, no shares issued or outstanding	\$ —	\$ —
Preferred stock, Series A, \$.01 par value; 25,000 shares authorized, no shares issued or outstanding in 2025, 21,612 shares issued and outstanding in 2024	—	—
Common stock, \$.01 par value; 210,000,000 shares authorized, 69,987,578 and 69,627,398 shares issued and 48,646,200 and 48,790,595 shares outstanding in 2025 and 2024, respectively	0.7	0.7
Class B nonvoting convertible common stock, \$.01 par value; 20,000,000 shares authorized, 4,339,431 issued and no shares outstanding in 2025 and 2024, respectively	—	—
Additional capital	1,495.5	2,051.6
Retained earnings	5,370.4	4,960.7
Treasury stock, at cost; 25,680,809 and 25,176,234 shares in 2025 and 2024, respectively	(1,589.6)	(1,495.1)
Accumulated other comprehensive loss	(429.2)	(547.2)
Total WESCO International, Inc. stockholders' equity	4,847.8	4,970.7
Noncontrolling interests	(6.1)	(5.2)
Total stockholders' equity	4,841.7	4,965.5
Total liabilities and stockholders' equity	\$ 16,553.3	\$ 15,061.4

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(In millions, except per share data)
(unaudited)

	Three Months Ended September 30		Nine Months Ended September 30	
	2025	2024	2025	2024
Net sales	\$ 6,199.1	\$ 5,489.4	\$ 17,442.4	\$ 16,319.1
Cost of goods sold (excluding depreciation and amortization)	4,881.7	4,276.7	13,756.7	12,770.5
Selling, general and administrative expenses	922.9	831.1	2,631.4	2,488.9
Depreciation and amortization	49.1	46.0	145.8	137.6
Income from operations	345.4	335.6	908.5	922.1
Interest expense, net	99.0	86.5	278.2	279.8
Other expense (income), net	—	(24.9)	(7.0)	(99.3)
Income before income taxes	246.4	274.0	637.3	741.6
Provision for income taxes	57.8	69.3	155.7	188.1
Net income	188.6	204.7	481.6	553.5
Less: Net income attributable to noncontrolling interests	1.1	0.4	1.3	1.3
Net income attributable to WESCO International, Inc.	187.5	204.3	480.3	552.2
Plus: Gain on redemption of Series A Preferred Stock	—	—	27.6	—
Less: Preferred stock dividends	—	14.4	27.3	43.1
Net income attributable to common stockholders	\$ 187.5	\$ 189.9	\$ 480.6	\$ 509.1
Earnings per share attributable to common stockholders				
Basic	\$ 3.85	\$ 3.87	\$ 9.85	\$ 10.18
Diluted	\$ 3.79	\$ 3.81	\$ 9.71	\$ 10.02
Other comprehensive (loss) income:				
Foreign currency translation adjustments and other	(47.3)	33.9	119.0	(59.5)
Post-retirement benefit plan adjustments, net of tax	(0.4)	(0.1)	(1.0)	1.7
Other comprehensive (loss) income	(47.7)	33.8	118.0	(57.8)
Comprehensive income	140.9	238.5	599.6	495.7
Less: Comprehensive income attributable to noncontrolling interests	1.1	0.4	1.3	1.3
Plus: Gain on redemption of Series A Preferred Stock	—	—	27.6	—
Less: Preferred stock dividends	—	14.4	27.3	43.1
Comprehensive income attributable to common stockholders	\$ 139.8	\$ 223.7	\$ 598.6	\$ 451.3

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

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

	Nine Months Ended September 30	
	2025	2024
Operating activities:		
Net income	\$ 481.6	\$ 553.5
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	145.8	137.6
Stock-based compensation expense	29.3	19.6
Cloud computing arrangement amortization	20.1	9.7
Amortization of debt issuance costs and debt discount	9.9	12.2
Gain on divestiture	—	(122.2)
Loss on abandonment of assets	—	17.8
Other operating activities, net	(1.2)	1.3
Changes in assets and liabilities:		
Trade accounts receivable, net	(703.6)	(217.9)
Other accounts receivable	(43.0)	28.1
Inventories	(506.3)	(85.0)
Other current and noncurrent assets	(71.3)	(137.4)
Accounts payable	674.1	478.0
Accrued payroll and benefit costs	(3.5)	26.1
Other current and noncurrent liabilities	21.2	103.2
Net cash provided by operating activities	53.1	824.6
Investing activities:		
Capital expenditures	(55.4)	(70.4)
Acquisition payments, net of cash acquired	(36.0)	(41.7)
Proceeds from divestiture, net of cash transferred	—	354.9
Other investing activities, net	(9.0)	6.9
Net cash (used in) provided by investing activities	(100.4)	249.7
Financing activities:		
Proceeds from short-term debt, net	4.9	0.2
Proceeds from issuance of long-term debt	5,073.7	5,524.0
Repayments of long-term debt	(4,399.1)	(5,842.4)
Debt issuance costs	(14.0)	(26.6)
Payments for taxes related to net-share settlement of equity awards	(35.9)	(26.2)
Repurchases of common stock	(75.0)	(375.0)
Redemption of preferred stock	(540.3)	—
Payment of common stock dividends	(66.3)	(61.4)
Payment of preferred stock dividends	(27.3)	(43.1)
Other financing activities, net	(14.9)	(23.8)
Net cash used in financing activities	(94.2)	(874.3)
Effect of exchange rate changes on cash and cash equivalents	10.8	(17.3)
Net change in cash and cash equivalents	(130.7)	182.7
Cash and cash equivalents at the beginning of period	702.6	524.1
Cash and cash equivalents at the end of period	\$ 571.9	\$ 706.8
Supplemental disclosures:		
Cash paid for interest	\$ 275.3	\$ 251.4
Cash paid for income taxes	\$ 213.2	\$ 223.0
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 300.5	\$ 161.9

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

retirement of common stock	—	(198)	—	—	—	—	—	—	—	—	—	—	—	—								
Noncontrolling interests												1.1		1.1								
Net income attributable to WESCO International, Inc.														187.5								
Common stock dividends														(22.1)								
Translation adjustments and other														(47.7)								
Balance, September 30, 2025	\$	0.7	69,987,578	\$	—	4,339,431	\$	—	—	\$	1,495.5	\$	5,370.4	\$	(1,589.6)	(25,680,809)	\$	(6.1)	\$	(429.2)	\$	4,841.7

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

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In millions, except shares)
(unaudited)

	Common Stock		Class B Common Stock		Series A Preferred Stock		Additional Capital	Retained Earnings (Deficit)	Treasury Stock		Noncontrolling Interests	Accumulated Other Comprehensive Income (Loss)	Total
	Amount	Shares	Amount	Shares	Amount	Shares			Amount	Shares			
	Balance, December 31, 2023	\$ 0.7	69,278,677	\$ —	4,339,431	\$ —			21,612	\$ 2,037.1			
Exercise of stock-based awards	—	429,611					0.3		(0.9)	(5,402)			(0.6)
Stock-based compensation expense							10.1						10.1
Repurchases of common stock, including excise taxes									(50.5)	(343,147)			(50.5)
Tax withholding related to vesting of restricted stock units and retirement of common stock	—	(156,850)					(14.6)	(9.6)					(24.2)
Noncontrolling interests											0.3		0.3
Net income attributable to WESCO International, Inc.								115.8					115.8
Common stock dividends								(20.9)					(20.9)
Preferred stock dividends								(14.4)					(14.4)
Translation adjustments and other												(69.7)	(69.7)
Balance, March 31, 2024	\$ 0.7	69,551,438	\$ —	4,339,431	\$ —	21,612	\$ 2,032.9	\$ 4,462.6	\$ (1,111.8)	(23,069,535)	\$ (4.9)	\$ (401.7)	\$ 4,977.8
Exercise of stock-based awards	—	16,570					0.1		(0.6)	(3,308)			(0.5)
Stock-based compensation expense							2.7						2.7
Repurchases of common stock, including excise taxes									(303.0)	(1,679,176)			(303.0)
Tax withholding related to vesting of restricted stock units and retirement of common stock	—	(1,499)					(0.2)	(0.1)					(0.3)
Noncontrolling interests											0.7		0.7
Net income attributable to WESCO International, Inc.								232.1					232.1
Common stock dividends								(20.3)					(20.3)
Preferred stock dividends								(14.4)					(14.4)
Dividends to noncontrolling interests											(1.8)		(1.8)
Translation adjustments and other								0.2				(21.9)	(21.7)
Balance, June 30, 2024	\$ 0.7	69,566,509	\$ —	4,339,431	\$ —	21,612	\$ 2,035.5	\$ 4,660.1	\$ (1,415.4)	(24,752,019)	\$ (6.0)	\$ (423.6)	\$ 4,851.3
Exercise of stock-based awards	—	9,433					0.2		—	(293)			0.2
Stock-based compensation expense							6.8						6.8
Repurchases of common stock, including excise taxes									(25.3)	(161,614)			(25.3)
Tax withholding related to vesting of restricted stock units and retirement of common stock	—	(823)					(0.1)	—					(0.1)
Noncontrolling interests											0.4		0.4

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

1. ORGANIZATION

WESCO International, Inc. (“Wesco International”) and its subsidiaries (collectively, “Wesco” or the “Company”), headquartered in Pittsburgh, Pennsylvania, is a leading provider of business-to-business distribution, logistics services and supply chain solutions.

The Company has operating segments comprising three strategic business units consisting of Electrical & Electronic Solutions (“EES”), Communications & Security Solutions (“CSS”) and Utility & Broadband Solutions (“UBS”).

2. ACCOUNTING POLICIES

Basis of Presentation

The accompanying 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 information should be read in conjunction with the audited Consolidated Financial Statements and Notes thereto included in WESCO International, Inc.’s Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC on February 14, 2025. The Condensed Consolidated Balance Sheet at December 31, 2024 was derived from the audited Consolidated Financial Statements as of that date, but does not include all the disclosures required by accounting principles generally accepted in the United States of America.

The unaudited Condensed Consolidated Balance Sheet as of September 30, 2025, the unaudited Condensed Consolidated Statements of Income and Comprehensive Income, the unaudited Condensed Consolidated Statements of Stockholders’ Equity for the three and nine months ended September 30, 2025 and 2024, and the unaudited Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2025 and 2024, 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 presented herein. All adjustments reflected in the unaudited condensed consolidated financial information are of a normal recurring nature unless indicated. The results for the interim periods presented herein are not necessarily indicative of the results to be expected for the full year.

Reclassifications

The unaudited Condensed Consolidated Statement of Cash Flows for the nine months ended September 30, 2024, includes certain reclassifications to previously reported amounts to conform to the current period's presentation. Such reclassifications had no impact on the totals of operating, investing and financing cash flow activities.

In the first quarter of 2025, a portion of the EES reportable segment was moved to the CSS reportable segment as a result of operational realignment. The reportable segment financial information for the three and nine months ended September 30, 2024 has been recast to conform to the current year presentation. The recast does not impact previously reported condensed consolidated results. Refer to Note 14, “Business Segments” for the recasted segment disclosures.

Recently Adopted and Recently Issued Accounting Standards and Disclosure Rules

In November 2023, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which enhances prior reportable segment disclosure requirements in part by requiring entities to disclose significant expenses related to their reportable segments. The amendments in this ASU were effective on a retrospective basis for annual periods beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. The Company adopted the annual disclosure requirements of this ASU in the fourth quarter of 2024 and the interim disclosure requirements in the first quarter of 2025. The adoption of this ASU resulted in additional required disclosures, including the disclosure of certain expenses at the reportable segment level, described further in Note 14, “Business Segments”.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this ASU are effective for annual periods beginning after December 15, 2024 on a prospective basis; however, retrospective application is permitted. Management is currently evaluating the impact that this accounting standard will have on its consolidated financial statements and notes thereto.

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

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which is intended to enhance expense disclosures, primarily by requiring disclosure of disaggregated information about certain income statement expense line items on an annual and interim basis. The amendments in this ASU are effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. The amendments in this ASU may be applied prospectively or retrospectively. Management is currently evaluating the impact that this accounting standard will have on its consolidated financial statements and notes thereto.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*, which is intended to modernize and simplify the guidance for capitalizing costs related to internal-use software by removing the stage-based approach and aligning the disclosure requirements with those for other long-lived assets. The amendments in this ASU are effective for annual periods beginning after December 15, 2027 and may be applied prospectively, retrospectively, or using a modified prospective approach. Early adoption is permitted. Management is currently evaluating the impact that this accounting standard will have on its consolidated financial statements and notes thereto.

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

3. REVENUE

Wesco distributes products and provides services to customers globally in various end markets within its business segments. The segments operate in the United States, Canada and various other countries.

The following table disaggregates Wesco's net sales by geography for the periods presented:

(In millions)	Three Months Ended		Nine Months Ended	
	September 30		September 30	
	2025	2024	2025	2024
United States	\$ 4,546.1	\$ 4,041.4	\$ 12,907.6	\$ 12,089.5
Canada	844.1	763.7	2,360.9	2,226.6
Other International ⁽¹⁾	808.9	684.3	2,173.9	2,003.0
Total by geography ⁽²⁾	\$ 6,199.1	\$ 5,489.4	\$ 17,442.4	\$ 16,319.1

⁽¹⁾ No individual country's net sales are greater than 10% of total net sales.

⁽²⁾ Wesco attributes revenues from external customers to individual countries on the basis of point of sale.

Due to the terms of certain contractual arrangements, Wesco bills or receives payment from its customers in advance of satisfying the respective performance obligation. Such advance billings or payments are recorded as deferred revenue and recognized as revenue when the performance obligation has been satisfied and control has transferred to the customer, which is generally upon shipment. Revenue associated with these arrangements is generally recognized within a year or less from the date of the advance billing or payment receipt. At September 30, 2025 and December 31, 2024, \$118.1 million and \$141.8 million, respectively, of deferred revenue was recorded as a component of other current liabilities in the Condensed Consolidated Balance Sheets. The Company recognized \$17.8 million and \$88.2 million of revenue during the three and nine months ended September 30, 2025, respectively, that was included in the deferred revenue balance as of December 31, 2024, and recognized \$3.2 million and \$60.3 million of revenue during the three and nine months ended September 30, 2024, respectively, that was included in the deferred revenue balance of \$111.9 million as of December 31, 2023.

Wesco's revenues are adjusted for variable consideration, which includes customer volume rebates, returns and discounts. Wesco measures variable consideration by estimating expected outcomes using analysis and inputs based upon historical data, as well as current and forecasted information. Variable consideration is reviewed by management on a monthly basis and revenue is adjusted as necessary. Variable consideration reduced revenue by approximately \$112.8 million and \$110.4 million, for the three months ended September 30, 2025 and 2024, respectively, and by approximately \$335.2 million and \$331.2 million for the nine months ended September 30, 2025 and 2024, respectively. As of September 30, 2025 and December 31, 2024, the Company's estimated product return obligation was \$42.2 million and \$41.0 million, respectively.

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

Billings to customers for shipping and handling are recognized in net sales. Wesco has elected to recognize shipping and handling costs as a fulfillment cost. Shipping and handling costs recorded as a component of selling, general and administrative expenses totaled \$90.7 million and \$80.9 million for the three months ended September 30, 2025 and 2024, respectively, and \$251.1 million and \$226.2 million for the nine months ended September 30, 2025 and 2024, respectively.

4. ACQUISITIONS AND DIVESTITURES

Industrial Software Solutions

On January 2, 2025, the Company acquired 100% of the equity securities of Industrial Software Solutions I, Inc. and Industrial Software Solutions ULC (collectively, "ISS"), an industrial automation consulting company, software distributor, and AVEVA Select Partner, for total cash consideration of \$36.3 million, net of cash acquired. The assets acquired primarily included a distribution agreement intangible asset and a customer relationships intangible asset, with fair values of \$10.6 million and \$5.0 million, respectively, based on income valuation methods, with the excess of \$20.1 million primarily allocated to goodwill in the Company's EES reportable segment.

Ascent, LLC

On December 5, 2024, through its wholly-owned subsidiary Anixter Inc., the Company acquired 100% of the equity securities of Ascent, LLC ("Ascent"). Headquartered in St. Louis, Missouri, Ascent is a provider of data center facility management services with more than 300 employees in the U.S. and Canada. Ascent's expertise in engineering and design-build consultation services, in addition to daily site operations and critical facility intelligence software, extends the Company's suite of capabilities and solutions that serve the entire lifecycle of the data center. The Company funded the purchase price paid at closing with cash on hand as well as borrowings under its revolving credit facility. The total fair value of consideration transferred for the acquisition of Ascent consisted of \$179.3 million, net of cash acquired.

The preliminary purchase consideration was allocated to the identified assets acquired and liabilities assumed based on their respective acquisition date fair value, with the excess allocated to goodwill. The Company identified a customer relationship intangible asset and estimated its fair value using an income valuation method. The excess purchase consideration recorded as goodwill is not deductible for income tax purposes, and has been assigned to the Company's CSS reportable segment. The resulting goodwill is primarily attributable to Ascent's workforce and expertise in engineering and design-build consultation services.

The estimated fair values of assets acquired and liabilities assumed are based on preliminary calculations and valuations using estimates and assumptions at the time of acquisition. As the Company obtains additional information during the measurement period (not to exceed one year from the acquisition date), estimates and assumptions for the preliminary purchase consideration allocations may change materially. Since the initial measurement of the identified assets acquired and liabilities assumed, the Company has not recorded any material fair value adjustments.

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

The following table sets forth the preliminary allocation of the purchase consideration to the respective fair values of assets acquired and liabilities assumed for the acquisition of Ascent:

Assets	(In millions)
Cash and cash equivalents	\$ 7.3
Trade accounts receivable	33.5
Intangible asset ⁽¹⁾	58.0
Goodwill	118.7
Other current and noncurrent assets	44.8
Total assets	<u>\$ 262.3</u>
Liabilities	
Accounts payable	\$ 20.9
Accrued payroll and benefit costs	7.9
Other current and noncurrent liabilities	46.9
Total liabilities	<u>\$ 75.7</u>
Fair value of net assets acquired, including goodwill and intangible asset	<u><u>\$ 186.6</u></u>

⁽¹⁾ Consists of a customer relationship intangible asset with an estimated useful life of 15 years.

Independent Electric Supply Inc.

Effective July 1, 2024, the Company acquired 100% of the equity securities of Independent Electric Supply Inc. (“IES”), a full-line electrical distributor headquartered in Ontario, Canada for \$13.2 million, net of cash acquired.

entroCIM

On June 3, 2024, the Company acquired the assets and liabilities held by Warex, LLC and Hepta Systems, LLC, which owned and operated the entroCIM business (collectively, “entroCIM”). entroCIM is an innovator in data center and building intelligence software. The total fair value of consideration for the acquisition of entroCIM of \$36.5 million includes total cash consideration of \$30.1 million, net of cash acquired, and contingent consideration not to exceed \$8.0 million. The purchase consideration was allocated to a developed software intangible asset with an estimated fair value of \$8.0 million based on an income valuation method, with the excess of \$29.0 million allocated to goodwill in the Company’s CSS reportable segment.

Wesco Integrated Supply (“WIS”) Divestiture

On April 1, 2024, Wesco Distribution, Inc. (“Wesco Distribution”) completed the sale of its WIS business for total consideration of \$354.9 million, which was adjusted for net working capital, closing cash, and closing indebtedness. The WIS business, located primarily in the U.S. and Canada, was part of the UBS reportable segment and provided products and services to large industrial and commercial end-users to support their maintenance, repair, and operating spend. The Company recognized a gain from the sale of \$122.2 million, which was recorded as a component of other income, net in the Consolidated Statement of Income and Comprehensive Income for the year ended December 31, 2024.

5. GOODWILL AND INTANGIBLE ASSETS

The following table sets forth the changes in the carrying value of goodwill by reportable segment for the period presented:

	EES	CSS	UBS	Total
	(In millions)			
Beginning balance, January 1, 2025	\$ 799.3	\$ 1,347.0	\$ 1,133.8	\$ 3,280.1
Adjustments to goodwill for acquisitions	20.1	0.5	—	20.6
Foreign currency exchange rate changes	16.8	5.7	8.1	30.6
Ending balance, September 30, 2025	<u>\$ 836.2</u>	<u>\$ 1,353.2</u>	<u>\$ 1,141.9</u>	<u>\$ 3,331.3</u>

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The components of intangible assets are as follows:

	Life (in years)	As of					
		September 30, 2025			December 31, 2024		
		Gross Carrying Amount ⁽¹⁾	Accumulated Amortization ⁽¹⁾	Net Carrying Amount	Gross Carrying Amount ⁽¹⁾	Accumulated Amortization ⁽¹⁾	Net Carrying Amount
Intangible assets:							(In millions)
Trademarks	Indefinite	\$ 791.0	\$ —	\$ 791.0	\$ 789.7	\$ —	\$ 789.7
Customer relationships	9 - 20	1,519.0	(546.0)	973.0	1,502.4	(476.4)	1,026.0
Distribution agreements	8 - 19	39.9	(30.0)	9.9	29.2	(27.7)	1.5
Trademarks	5 and 12	15.5	(13.4)	2.1	15.5	(11.7)	3.8
Software	7	16.0	(2.9)	13.1	16.0	(1.1)	14.9
		<u>\$ 2,381.4</u>	<u>\$ (592.3)</u>	<u>\$ 1,789.1</u>	<u>\$ 2,352.8</u>	<u>\$ (516.9)</u>	<u>\$ 1,835.9</u>

⁽¹⁾ Excludes the original cost and related accumulated amortization of fully-amortized intangible assets.

Amortization expense related to intangible assets totaled \$22.4 million and \$21.5 million for the three months ended September 30, 2025 and 2024, respectively, and \$66.9 million and \$65.3 million for the nine months ended September 30, 2025 and 2024, respectively.

The following table sets forth the remaining estimated amortization expense for intangible assets for the next five years and thereafter:

For the year ending December 31,	(In millions)
Remaining 2025	\$ 22.5
2026	85.8
2027	83.0
2028	81.3
2029	80.2
Thereafter	645.3
Total	<u>\$ 998.1</u>

6. STOCK-BASED COMPENSATION

Wesco's stock-based compensation awards consist of stock options, stock-settled stock appreciation rights, restricted stock units and performance-based awards. Compensation cost for all stock-based awards is measured at fair value on the date of grant and compensation cost is recognized, net of estimated forfeitures, over the service period for awards expected to vest. The fair value of stock options and stock-settled stock appreciation rights is determined using the Black-Scholes model. The fair value of restricted stock units is determined by the grant-date closing price of Wesco's common stock. The fair value of performance-based awards with performance conditions is determined by a Monte Carlo simulation as well as the grant-date closing price of Wesco's common stock. The forfeiture assumption is based on Wesco's historical participant behavior that is reviewed on at least an annual basis. For stock options and stock-settled stock appreciation rights that are exercised, and for restricted stock units and performance-based awards that vest, shares are issued out of Wesco's outstanding common stock.

Stock options and stock-settled stock appreciation rights vest ratably over a three-year period and terminate on the tenth anniversary of the grant date unless terminated sooner under certain conditions. Restricted stock units awarded under the WESCO International, Inc. 2021 Omnibus Incentive Plan, which was adopted on May 27, 2021, typically vest ratably over a three-year period on each of the first, second and third anniversaries of the grant date. Vesting of performance-based awards is based on a three-year performance period, and the number of shares earned, if any, depends on the attainment of certain performance levels, as described below. Outstanding awards would vest upon the consummation of a change in control transaction, with performance-based awards vesting at the greater of the target level or actual.

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Prior to the 2025 awards, performance-based awards were typically based on two equally-weighted performance measures: the three-year average growth rate of Wesco's net income attributable to common stockholders and the three-year cumulative return on net assets. The 2025 performance-based awards are based on two equally-weighted performance measures: the growth rate of Wesco's earnings per share and return on net assets, both of which are measured on an annual basis as well as on a three-year cumulative basis, with each of the three years and the three-year cumulative measurement equally-weighted. The 2025 performance-based awards also include a relative Total Stockholder Return ("TSR") modifier that impacts the number of shares earned based on the Company's TSR over the performance period in relation to the TSR of the companies comprising the S&P MidCap 400 Index. These awards are accounted for as awards with performance conditions; compensation cost is recognized over the performance period based upon Wesco's determination of whether it is probable that the performance targets will be achieved. The fair value of the relative TSR modifier as of the March 1, 2025 grant date was measured using a Monte Carlo simulation.

During the three and nine months ended September 30, 2025 and 2024, Wesco granted the following stock options, restricted stock units, and performance-based awards at the following weighted-average fair values:

	Three Months Ended		Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
Stock options granted	—	—	89,221	85,425
Weighted-average fair value	n/a	n/a	\$ 76.72	\$ 72.05
Restricted stock units granted	17,722	1,942	240,469	240,233
Weighted-average fair value	\$ 215.18	\$ 150.44	\$ 181.98	\$ 157.13
Performance-based awards granted	425	540	77,289	194,105
Weighted-average fair value	\$ 171.90	\$ 147.26	\$ 191.75	\$ 108.94

The fair values of stock options, as disclosed in the table above, were estimated using the following weighted-average assumptions in the respective periods:

	Three Months Ended		Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
Risk free interest rate	n/a	n/a	4.1%	4.2%
Expected life (in years)	n/a	n/a	5	5
Expected volatility	n/a	n/a	47%	55%
Expected dividend yield	n/a	n/a	1.01%	1.09 %

The risk-free interest rate is based on the U.S. Treasury Daily Yield Curve rate as of the grant date. The expected life is based on historical exercise experience, the expected volatility is based on the volatility of the Company's daily stock price over the expected life preceding the grant date of the award, and the expected dividend yield is based on the calculated yield on the Company's common stock at date of grant using the current fiscal year projected dividend distribution rate.

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The following table sets forth a summary of stock options and related information for the nine months ended September 30, 2025:

	Awards	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2024	234,814	\$ 147.08		
Granted	89,221	180.72		
Exercised	(14,256)	141.78		
Forfeited	(19,805)	169.76		
Outstanding at September 30, 2025	<u>289,974</u>	<u>\$ 156.14</u>	<u>7.7</u>	<u>\$ 16.1</u>
Exercisable at September 30, 2025	<u>144,986</u>	<u>\$ 142.30</u>	<u>6.5</u>	<u>\$ 10.0</u>

For the nine months ended September 30, 2025, the aggregate intrinsic value of stock options exercised during such period was \$0.9 million.

The following table sets forth a summary of stock-settled stock appreciation rights and related information for the nine months ended September 30, 2025:

	Awards	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2024	699,044	\$ 58.90		
Granted	—	—		
Exercised	(270,651)	58.86		
Forfeited	—	—		
Outstanding at September 30, 2025	<u>428,393</u>	<u>\$ 58.93</u>	<u>3.8</u>	<u>\$ 65.4</u>
Exercisable at September 30, 2025	<u>428,393</u>	<u>\$ 58.93</u>	<u>3.8</u>	<u>\$ 65.4</u>

For the nine months ended September 30, 2025, the aggregate intrinsic value of stock-settled stock appreciation rights exercised during such period was \$43.3 million.

The following table sets forth a summary of restricted stock units and related information for the nine months ended September 30, 2025:

	Awards	Weighted-Average Fair Value
Unvested at December 31, 2024	427,570	\$ 149.84
Granted	240,469	181.98
Vested	(168,679)	145.67
Forfeited	(38,282)	176.34
Unvested at September 30, 2025	<u>461,078</u>	<u>\$ 165.79</u>

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The following table sets forth a summary of performance-based awards and related information for the nine months ended September 30, 2025:

	Awards	Weighted-Average Fair Value
Unvested at December 31, 2024	214,517	\$ 147.19
Granted	77,289	191.75
Vested	(75,189)	122.09
Forfeited	(22,379)	172.54
Unvested at September 30, 2025	194,238	\$ 171.72

Wesco recognized \$10.7 million and \$6.8 million of non-cash stock-based compensation expense for the three months ended September 30, 2025 and 2024, respectively, and \$29.3 million and \$19.6 million of non-cash stock-based compensation expense for the nine months ended September 30, 2025 and 2024, respectively, which is included in selling, general and administrative expenses for such periods. As of September 30, 2025, there was \$73.3 million of total unrecognized compensation expense related to unvested stock-based compensation arrangements for all awards previously made, which is expected to be recognized as follows:

For the year ending December 31,	(In millions)	
Remaining 2025	\$	11.1
2026		34.9
2027		23.0
2028		4.3

7. STOCKHOLDERS' EQUITY

Share Repurchases

On May 31, 2022, the Company's Board of Directors adopted a resolution authorizing the repurchase of up to \$1 billion of the Company's common stock and 10.625% Series A Fixed-Rate Reset Cumulative Perpetual Preferred Stock (the "Series A Preferred Stock"). The share repurchase authorization has no expiration date and may be modified, suspended, or terminated at any time without prior notice.

During the three and nine months ended September 30, 2025, the Company entered into spot repurchase transactions through a broker to purchase 119,042 and 419,570 shares, respectively, of its common stock in the open market for cash totaling \$25.3 million and \$75.8 million, respectively, including excise taxes. Wesco funded the repurchases with available cash and borrowings under its accounts receivable securitization and revolving credit facilities. During the three and nine months ended September 30, 2024, the Company entered into spot repurchase transactions through a broker to purchase 161,614 and 2,183,937 shares, respectively, of its common stock in the open market for cash totaling \$25.3 million and \$378.8 million, respectively, including excise taxes. Wesco funded the repurchases with available cash and borrowings under its accounts receivable securitization and revolving credit facilities.

Series A Preferred Stock Redemption

On February 13, 2025, the Company's Board of Directors adopted a resolution authorizing the redemption of all outstanding shares of the Company's Series A Preferred Stock. As this authorization was separate from the May 31, 2022 share purchase authorization noted above, the redemption of Series A Preferred Stock did not impact the approximate dollar value of shares that may be repurchased under the earlier 2022 authorization.

As of June 22, 2025, the Company redeemed all 21,612 outstanding shares of its Series A Preferred Stock, and the related depositary shares, each representing 1/1,000th of one share of Series A Preferred Stock, at a redemption price of \$25,000 per share, for a total payment of \$540.3 million. The Company accrued \$5.4 million in excise tax and recognized a \$27.6 million gain from the redemption as income attributable to common stockholders. As described in Note 9, "Debt", Wesco funded the redemption with the net proceeds from the March 2025 issuance of the 6.375% senior notes due 2033.

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Dividends

The Company's dividends on common stock are declared at the discretion of the Board of Directors. The following table is a summary of cash dividends declared and paid on the Company's common stock for the nine months ended September 30, 2025:

Date Declared	Record Date	Payment Date	Amount Per Share	Dividend Payment
February 27, 2025	March 14, 2025	March 31, 2025	\$ 0.454	\$ 22.1 million
May 29, 2025	June 13, 2025	June 30, 2025	\$ 0.454	\$ 22.1 million
August 28, 2025	September 12, 2025	September 30, 2025	\$ 0.454	\$ 22.1 million

The following table is a summary of cash dividends declared and paid on the Company's common stock for the nine months ended September 30, 2024:

Date Declared	Record Date	Payment Date	Amount Per Share	Dividend Payment
February 29, 2024	March 15, 2024	March 29, 2024	\$ 0.413	\$ 20.9 million
May 30, 2024	June 14, 2024	June 28, 2024	\$ 0.413	\$ 20.3 million
August 29, 2024	September 13, 2024	September 30, 2024	\$ 0.413	\$ 20.2 million

During the three months ended September 30, 2025, there were no quarterly cash dividends paid relating to the Company's Series A Preferred Stock that was redeemed in June 2025. During the nine months ended September 30, 2025, the Company's Board of Directors declared and the Company paid cash dividends relating to its Series A Preferred Stock totaling \$27.3 million. As a result of the redemption, for the three months ended June 30, 2025, the dividend rate per depositary share was prorated to \$0.598, compared to the prior period dividend rates of \$0.664. During the three and nine months ended September 30, 2024, the Company's Board of Directors declared and the Company paid quarterly cash dividends of \$0.664 per depositary share relating to its Series A Preferred Stock totaling \$14.4 million and \$43.1 million, respectively.

8. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income attributable to common stockholders by the weighted-average number of common shares outstanding during the periods. Diluted earnings per share is computed by dividing net income attributable to common stockholders 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 equity awards.

The following table sets forth the computation of basic and diluted earnings per share for the periods presented:

(In millions, except per share data)	Three Months Ended September 30		Nine Months Ended September 30	
	2025	2024	2025	2024
Net income attributable to WESCO International, Inc.	\$ 187.5	\$ 204.3	\$ 480.3	\$ 552.2
Plus: Gain on redemption of Series A Preferred Stock	—	—	27.6	—
Less: Preferred stock dividends	—	14.4	27.3	43.1
Net income attributable to common stockholders	\$ 187.5	\$ 189.9	\$ 480.6	\$ 509.1
Weighted-average common shares outstanding used in computing basic earnings per share	48.7	49.1	48.8	50.0
Common shares issuable upon exercise of dilutive equity awards	0.8	0.7	0.7	0.8
Weighted-average common shares outstanding and common share equivalents used in computing diluted earnings per share	49.5	49.8	49.5	50.8
Earnings per share attributable to common stockholders				
Basic	\$ 3.85	\$ 3.87	\$ 9.85	\$ 10.18
Diluted	\$ 3.79	\$ 3.81	\$ 9.71	\$ 10.02

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The computation of diluted earnings per share attributable to common stockholders excludes stock-based awards that would have had an antidilutive effect on earnings per share. For the three and nine months ended September 30, 2025, there were approximately 0.1 million and 0.2 million antidilutive shares, respectively. For the three and nine months ended September 30, 2024, there were approximately 0.2 million antidilutive shares.

9. DEBT

The following table sets forth Wesco's outstanding indebtedness:

	As of	
	September 30, 2025	December 31, 2024
	(In millions)	
International lines of credit	\$ 5.1	\$ 0.6
Accounts Receivable Securitization Facility	1,425.0	1,450.0
Revolving Credit Facility	425.0	525.0
6.000% Anixter Senior Notes due 2025	4.2	4.2
7.250% Senior Notes due 2028, less debt discount of \$3.4 and \$4.4 in 2025 and 2024, respectively	1,321.6	1,320.6
6.375% Senior Notes due 2029	900.0	900.0
6.625% Senior Notes due 2032	850.0	850.0
6.375% Senior Notes due 2033	800.0	—
Finance lease obligations	66.9	57.3
Total debt	5,797.8	5,107.7
Plus: Fair value adjustments to the Anixter Senior Notes	—	0.1
Less: Unamortized debt issuance costs	(47.9)	(42.8)
Less: Short-term debt and current portion of long-term debt	(28.0)	(19.5)
Total long-term debt	<u>\$ 5,721.9</u>	<u>\$ 5,045.5</u>

Accounts Receivable Securitization Facility

On February 28, 2025, Wesco Distribution amended its accounts receivable securitization facility (the “Receivables Facility”) pursuant to the terms and conditions of a Ninth Amendment to Fifth Amended and Restated Receivables Purchase Agreement (the “Ninth Receivables Amendment”), by and among WESCO Receivables Corp., Wesco Distribution, the various purchasers and purchaser agents party thereto and PNC Bank, National Association, as administrator. The Ninth Receivables Amendment modified the receivables purchase agreement originally entered into on June 22, 2020. The Ninth Receivables Amendment, among other things, extended the scheduled termination date of the Receivables Facility to February 28, 2028, and removed the credit spread adjustment applicable to term SOFR investments. No other material terms were changed.

Revolving Credit Facility

On February 28, 2025, Wesco Distribution amended its revolving credit facility (the “Revolving Credit Facility”) pursuant to the terms and conditions of the Seventh Amendment to Fourth Amended and Restated Credit Agreement (the “Seventh Revolver Amendment”), by and among Wesco Distribution, the other U.S. borrowers party thereto, WESCO Distribution Canada LP, the other Canadian borrowers party thereto, Wesco, the lenders party thereto and Barclays Bank PLC, as administrative agent. The Seventh Revolver Amendment amended the revolving credit agreement originally entered into on June 22, 2020, to, among other things, (i) extend the maturity date of the Revolving Credit Facility to February 28, 2030, (ii) increase the capacity to request increases in the revolving commitments under the Revolving Credit Facility from \$450 million to \$500 million, (iii) increase certain negative covenant baskets, and (iv) remove the credit spread adjustment applicable to term SOFR and daily simple SOFR loans. No other material terms were changed.

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6.375% Senior Notes due 2033

On March 6, 2025, Wesco Distribution issued \$800 million aggregate principal amount of 6.375% senior notes due 2033 (the “2033 Notes”). The 2033 Notes were issued at a price of 100% of the aggregate principal amount thereof. Wesco incurred costs related to the issuance of the 2033 Notes totaling \$10.3 million, which were recorded as a reduction to the carrying value of the debt and are amortized over the life of the notes.

The 2033 Notes were issued pursuant to, and are governed by, an indenture (the “2033 Notes Indenture”), dated as of March 6, 2025, among Wesco Distribution, the Company, Anixter Inc., and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The 2033 Notes and related guarantees were issued in a private transaction exempt from the Securities Act of 1933, as amended (the “Securities Act”), and have not been, and will not be, registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws.

The Company used the net proceeds from the issuance of the 2033 Notes to redeem all of the Company’s outstanding Series A Preferred Stock and all of the related depositary shares representing fractional interests in the Series A Preferred Stock in June 2025, and to repay a portion of the amounts outstanding under the Revolving Credit Facility. Prior to redeeming the Series A Preferred Stock, the Company used the net proceeds to temporarily repay all of the outstanding borrowings under its Revolving Credit Facility and to repay a portion of the amounts outstanding under its Receivables Facility. The Company subsequently redrew under the Receivables Facility and the Revolving Credit Facility in an aggregate amount sufficient to redeem the Series A Preferred Stock.

The 2033 Notes are unsecured and unsubordinated obligations of Wesco Distribution and are guaranteed on an unsecured, unsubordinated basis by the Company and Anixter Inc. The 2033 Notes accrue interest at a rate of 6.375% per annum, payable semi-annually in arrears on March 15 and September 15 of each year. The 2033 Notes will mature on March 15, 2033.

Wesco Distribution may redeem all or a part of the 2033 Notes at any time prior to March 15, 2028 by paying a “make-whole” premium plus accrued and unpaid interest, if any, to but excluding the redemption date. In addition, any time prior to March 15, 2028, Wesco Distribution may redeem up to 35% of the original aggregate principal amount of the 2033 Notes with the net cash proceeds from certain equity offerings. At any time between March 15, 2028 and March 14, 2029, Wesco Distribution may redeem all or a part of the 2033 Notes at a redemption price equal to 103.188% of the principal amount. Between March 15, 2029 and March 14, 2030, Wesco Distribution may redeem all or a part of the 2033 Notes at a redemption price equal to 101.594% of the principal amount. On and after March 15, 2030, Wesco Distribution may redeem all or a part of the 2033 Notes at a redemption price equal to 100% of the principal amount.

The 2033 Notes Indenture contains certain covenants that, among other things, limit the Company’s and its restricted subsidiaries’ ability to incur liens on assets, make certain restricted payments, engage in certain sale and leaseback transactions or sell certain assets or merge or consolidate with or into other companies, subject to certain qualifications and exceptions, including the termination of certain of these covenants upon the 2033 Notes receiving investment grade credit ratings.

The 2033 Notes Indenture contains certain events of default, including, among other things, failure to make required payments, failure to comply with certain agreements or covenants, failure to pay or acceleration of certain other indebtedness, certain events of bankruptcy and insolvency, and failure to pay certain judgments. An event of default under the 2033 Notes Indenture will allow either the Trustee or the holders of at least 25% in aggregate principal amount of the series of the then-outstanding 2033 Notes to accelerate or, in certain cases, will automatically cause the acceleration of the amounts due under the 2033 Notes.

10. PENSION PLAN SETTLEMENT

Anixter Inc. sponsored the Anixter Inc. Pension Plan, which was terminated in 2022 and settled in 2024. On February 12, 2024, the remaining benefit obligation of the Anixter Inc. Pension Plan was settled through the purchase of single premium annuity contracts for total cash of \$138.8 million. The purchase was funded entirely by the assets of the plan.

During the first quarter of 2024, the Company recognized settlement cost of \$5.5 million to recognize unrealized losses previously reported as a component of other comprehensive income (loss) related to the benefit obligation of the Anixter Inc. Pension Plan. During the third quarter of 2024, the Company recognized income of \$2.2 million as a result of the finalization of the liabilities transferred as part of the settlement.

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11. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments primarily consist of cash and cash equivalents, accounts receivable, accounts payable, bank overdrafts, outstanding indebtedness, foreign currency forward contracts, and benefit plan assets. Except for benefit plan assets, outstanding indebtedness and foreign currency forward contracts, the carrying value of the Company's other financial instruments approximates fair value.

The assets of the Company's various defined benefit plans primarily comprise common/collective/pool funds (i.e., mutual funds). These funds are valued at the net asset value ("NAV") of shares held in the underlying funds. Investments for which fair value is measured using the NAV per share practical expedient are not classified in the fair value hierarchy.

The Company uses a market approach to determine the fair value of its debt instruments, utilizing quoted prices in active markets, interest rates and other relevant information generated by market transactions involving similar instruments. Therefore, the inputs used to measure the fair value of the Company's debt instruments are classified as Level 2 within the fair value hierarchy.

The carrying value of Wesco's debt instruments with fixed interest rates was \$3,875.8 million and \$3,074.9 million as of September 30, 2025 and December 31, 2024, respectively. The estimated fair value of this debt was \$3,992.3 million and \$3,127.3 million as of September 30, 2025 and December 31, 2024, respectively. The reported carrying values of Wesco's other debt instruments, including those with variable interest rates, approximated their fair values as of September 30, 2025 and December 31, 2024.

The Company purchases foreign currency forward contracts to reduce the effect of fluctuations in foreign currency-denominated accounts on its earnings. The foreign currency forward contracts are not designated as hedges for accounting purposes. The Company's strategy is to negotiate terms for its derivatives and other financial instruments to be highly effective, such that the change in the value of the derivative offsets the impact of the underlying hedge. Its counterparties to foreign currency forward contracts have investment-grade credit ratings. The Company regularly monitors the creditworthiness of its counterparties as a risk mitigation effort to protect the value of its derivatives.

The Company does not hedge 100% of its foreign currency-denominated accounts. In addition, the results of hedging can vary significantly based on various factors, such as the timing of executing foreign currency forward contracts versus the movement of currencies, as well as fluctuations in the account balances throughout each reporting period. The fair value of foreign currency forward contracts is based on the difference between the contract rate and the current price of a forward contract with an equivalent remaining term. The fair value of foreign currency forward contracts is measured using observable market information. These inputs are considered Level 2 in the fair value hierarchy. At September 30, 2025 and December 31, 2024, foreign currency forward contracts were revalued at then-current foreign exchange rates with the changes in valuation reflected directly in other non-operating expense (income) in the Condensed Consolidated Statements of Income and Comprehensive Income offsetting the transaction gain (loss) recorded on foreign currency-denominated accounts. The gross and net notional amounts of foreign currency forward contracts outstanding were approximately \$255.7 million and \$345.7 million, at September 30, 2025 and December 31, 2024, respectively. While all of the Company's foreign currency forward contracts are subject to master netting arrangements with its counterparties, assets and liabilities related to these contracts are presented on a gross basis within the Condensed Consolidated Balance Sheets. The gross fair value of assets and liabilities related to foreign currency forward contracts were immaterial.

12. COMMITMENTS AND CONTINGENCIES

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

13. INCOME TAXES

The effective tax rate for the three months ended September 30, 2025 and 2024 was 23.5% and 25.3%, respectively. For the three months ended September 30, 2025, the effective tax rate reflects net discrete income tax benefits of \$7.8 million primarily resulting from the exercise of stock-based awards. These discrete income tax benefits reduced the effective tax rate in the current period by approximately 3.2 percentage points. For the three months ended September 30, 2024, the effective tax rate does not reflect any material discrete income tax benefits.

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

The effective tax rate for the nine months ended September 30, 2025 and 2024 was 24.4% and 25.4%, respectively. For the nine months ended September 30, 2025 and 2024, the effective tax rate reflects net discrete income tax benefits of \$12.8 million and \$8.6 million, respectively, primarily resulting from the exercise and vesting of stock-based awards. These discrete income tax benefits reduced the effective tax rates in the respective periods by approximately 2.0 and 1.2 percentage points.

During the first nine months of 2025, the Company purchased \$93.8 million of transferable clean energy tax credits. The Company used \$91.1 million of these tax credits to reduce its 2024 U.S. federal income tax liability and \$2.7 million to reduce its estimated 2025 U.S. federal income tax liability. The Company has taken appropriate measures to mitigate the transferee liability associated with these tax credits, including but not limited to conducting due diligence to confirm the eligibility of the underlying projects or production, as applicable, for the tax credits and the eligibility of the tax credits for transfer, obtaining appropriate contractual protections from the sellers, and obtaining tax credit insurance and/or seller guarantees.

The effective tax rate, excluding discrete income tax benefits, differs from the federal statutory income tax rate due primarily to state income taxes, nondeductible expenses, and the tax impact of international operations.

There have been no material adjustments to the Company's assessment of uncertain tax positions since December 31, 2024.

On July 4, 2025, the U.S. enacted H.R. 1, commonly referred to as the One Big Beautiful Bill Act ("OBBBA") into law. The OBBBA makes permanent certain expiring provisions of the 2017 Tax Cuts and Jobs Act ("TCJA") and modifies other provisions of the TCJA and the Inflation Reduction Act. The OBBBA contains various effective dates with certain provisions effective in 2025 and others effective in 2026 and beyond. Accounting Standards Codification 740, Income Taxes, requires the impact of changes in tax laws (or rates) to be recognized in the financial statements as of the date of enactment, which is when all legislative steps necessary for the bill to become law are complete. The Company has evaluated the provisions of the OBBBA, and concluded there is no material impact on the Company's 2025 annual effective tax rate. The Company, however, has adjusted certain of its deferred tax assets and liabilities as of September 30, 2025 to reflect the impact of the OBBBA.

14. BUSINESS SEGMENTS

The Company has operating segments comprising three strategic business units: EES, CSS and UBS. These operating segments are equivalent to the Company's reportable segments. The President and Chief Executive Officer serves as the Company's Chief Operating Decision Maker ("CODM"). The CODM evaluates the performance of the Company's reportable segments based on adjusted earnings before interest, taxes, depreciation and amortization ("adjusted EBITDA"), which is the Company's measure of segment profit or loss.

The Company incurs corporate costs primarily related to treasury, tax, information technology, legal and other centralized functions. The Company also has various corporate assets. Segment assets may not include jointly used assets, but segment results include depreciation expense or other allocations related to those assets. Interest expense and other non-operating items are either not allocated to the segments or reviewed on a segment basis. Corporate expenses and assets not directly identifiable with a reportable segment are reported in the tables below to reconcile the reportable segments to the consolidated financial statements.

As previously described in Note 2, "Accounting Policies," the reportable segment information for the three and nine months ended September 30, 2024 for the EES and CSS reportable segments has been recast to conform to the current year presentation.

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

The following tables present information about the Company's reportable segments and reconcile adjusted EBITDA by segment to income before income taxes on a consolidated basis for the periods presented:

(In millions)	Three Months Ended September 30, 2025			
	EES	CSS	UBS	Reportable Segments Total
Net sales	\$ 2,359.6	\$ 2,410.9	\$ 1,428.6	\$ 6,199.1
Less:				
Cost of goods sold (excluding depreciation and amortization)	1,808.9	1,898.6	1,174.2	4,881.7
Selling, general and administrative payroll expenses ⁽¹⁾⁽³⁾	229.0	176.5	60.9	466.4
Other segment items ⁽²⁾	123.4	115.3	44.7	283.4
Adjusted EBITDA	\$ 198.3	\$ 220.5	\$ 148.8	\$ 567.6
Adjusted EBITDA margin %	8.4 %	9.1 %	10.4 %	

Reconciliation of adjusted EBITDA

Depreciation and amortization	39.8
Other expense, net	7.9
Stock-based compensation expense ⁽³⁾	2.8
Unallocated amounts (Corporate):	
Selling, general and administrative expenses	170.3
Interest expense, net ⁽⁴⁾	99.0
Depreciation and amortization	9.3
Other income, net	(7.9)
Income before income taxes	\$ 246.4

⁽¹⁾ Selling, general and administrative payroll expenses includes salaries, benefits, commissions, incentives, temporary labor, and other payroll expenses.

⁽²⁾ Other segment items primarily includes allocated expenses (which includes employee-related allocations), transportation costs, facility costs (including rent and utilities), employee expenses (including travel and entertainment), credit losses, professional and consulting fees, supplies, real estate and personal property taxes, sales promotion expenses, and gains (losses) on the sale, disposal, or abandonment of property and equipment.

⁽³⁾ Stock-based compensation expense is excluded from selling, general and administrative payroll expenses, as this is an adjustment to calculate adjusted EBITDA.

⁽⁴⁾ The reportable segments do not incur interest expense as these costs are centrally controlled through the Corporate treasury function.

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

(In millions)	Three Months Ended September 30, 2024			
	EES	CSS	UBS	Reportable Segments Total
Net sales	\$ 2,110.4	\$ 1,995.9	\$ 1,383.1	\$ 5,489.4
Less:				
Cost of goods sold (excluding depreciation and amortization)	1,598.6	1,556.7	1,121.4	4,276.7
Selling, general and administrative payroll expenses ⁽¹⁾⁽³⁾	216.8	160.4	60.9	438.1
Other segment items ⁽²⁾	113.7	98.6	44.3	256.6
Adjusted EBITDA	\$ 181.3	\$ 180.2	\$ 156.5	\$ 518.0
Adjusted EBITDA margin %	8.6 %	9.0 %	11.3 %	

Reconciliation of adjusted EBITDA

Depreciation and amortization	36.7
Other income, net	(9.4)
Stock-based compensation expense ⁽³⁾	3.5
Unallocated amounts (Corporate):	
Selling, general and administrative expenses	132.9
Interest expense, net ⁽⁴⁾	86.5
Depreciation and amortization	9.3
Other income, net	(15.5)
Income before income taxes	\$ 274.0

⁽¹⁾ Selling, general and administrative payroll expenses includes salaries, benefits, commissions, incentives, temporary labor, and other payroll expenses.

⁽²⁾ Other segment items primarily includes allocated expenses (which includes employee-related allocations), transportation costs, facility costs (including rent and utilities), employee expenses (including travel and entertainment), credit losses, professional and consulting fees, supplies, real estate and personal property taxes, sales promotion expenses, and gains (losses) on the sale, disposal, or abandonment of property and equipment.

⁽³⁾ Stock-based compensation expense is excluded from selling, general and administrative payroll expenses, as this is an adjustment to calculate adjusted EBITDA.

⁽⁴⁾ The reportable segments do not incur interest expense as these costs are centrally controlled through the Corporate treasury function.

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

(In millions)	Nine Months Ended September 30, 2025			
	EES	CSS	UBS	Reportable Segments Total
Net sales	\$ 6,682.7	\$ 6,676.4	\$ 4,083.3	\$ 17,442.4
Less:				
Cost of goods sold (excluding depreciation and amortization)	5,142.3	5,270.6	3,343.8	13,756.7
Selling, general and administrative payroll expenses ⁽¹⁾⁽³⁾	660.1	505.6	176.0	1,341.7
Other segment items ⁽²⁾	356.5	322.2	132.8	811.5
Adjusted EBITDA	\$ 523.8	\$ 578.0	\$ 430.7	\$ 1,532.5
Adjusted EBITDA margin %	7.8 %	8.7 %	10.5 %	

Reconciliation of adjusted EBITDA

Depreciation and amortization	117.9
Other expense, net	43.8
Stock-based compensation expense ⁽³⁾	8.4
Unallocated amounts (Corporate):	
Selling, general and administrative expenses	469.8
Interest expense, net ⁽⁴⁾	278.2
Depreciation and amortization	27.9
Other income, net	(50.8)
Income before income taxes	\$ 637.3

⁽¹⁾ Selling, general and administrative payroll expenses includes salaries, benefits, commissions, incentives, temporary labor, and other payroll expenses.

⁽²⁾ Other segment items primarily includes allocated expenses (which includes employee-related allocations), transportation costs, facility costs (including rent and utilities), employee expenses (including travel and entertainment), credit losses, professional and consulting fees, supplies, real estate and personal property taxes, sales promotion expenses, and gains (losses) on the sale, disposal, or abandonment of property and equipment.

⁽³⁾ Stock-based compensation expense is excluded from selling, general and administrative payroll expenses, as this is an adjustment to calculate adjusted EBITDA.

⁽⁴⁾ The reportable segments do not incur interest expense as these costs are centrally controlled through the Corporate treasury function.

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

(In millions)	Nine Months Ended September 30, 2024			
	EES	CSS	UBS	Reportable Segments Total
Net sales	\$ 6,309.2	\$ 5,605.0	\$ 4,404.9	\$ 16,319.1
Less:				
Cost of goods sold (excluding depreciation and amortization)	4,802.6	4,382.3	3,585.6	12,770.5
Selling, general and administrative payroll expenses ⁽¹⁾⁽³⁾	642.1	467.0	187.1	1,296.2
Other segment items ⁽²⁾	331.2	288.8	132.8	752.8
Adjusted EBITDA	<u>\$ 533.3</u>	<u>\$ 466.9</u>	<u>\$ 499.4</u>	<u>\$ 1,499.6</u>
Adjusted EBITDA margin %	8.5 %	8.3 %	11.3 %	

Reconciliation of adjusted EBITDA

Depreciation and amortization	110.0
Other income, net	(68.4)
Stock-based compensation expense ⁽³⁾	10.5
Unallocated amounts (Corporate):	
Selling, general and administrative expenses	429.4
Interest expense, net ⁽⁴⁾	279.8
Depreciation and amortization	27.6
Other income, net	(30.9)
Income before income taxes	<u>\$ 741.6</u>

⁽¹⁾ Selling, general and administrative payroll expenses includes salaries, benefits, commissions, incentives, temporary labor, and other payroll expenses.

⁽²⁾ Other segment items primarily includes allocated expenses (which includes employee-related allocations), transportation costs, facility costs (including rent and utilities), employee expenses (including travel and entertainment), credit losses, professional and consulting fees, supplies, real estate and personal property taxes, sales promotion expenses, and gains (losses) on the sale, disposal, or abandonment of property and equipment.

⁽³⁾ Stock-based compensation expense is excluded from selling, general and administrative payroll expenses, as this is an adjustment to calculate adjusted EBITDA.

⁽⁴⁾ The reportable segments do not incur interest expense as these costs are centrally controlled through the Corporate treasury function.

The following table sets forth depreciation and amortization by reportable segment for the periods presented:

(In millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2025	2024	2025	2024
EES	\$ 12.7	\$ 12.1	\$ 37.3	\$ 34.5
CSS	19.3	17.7	57.4	54.2
UBS	7.8	6.9	23.2	21.3
Reportable segments total	39.8	36.7	117.9	110.0
Corporate	9.3	9.3	27.9	27.6
Total	<u>\$ 49.1</u>	<u>\$ 46.0</u>	<u>\$ 145.8</u>	<u>\$ 137.6</u>

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

The following table sets forth other expense (income), net by reportable segment for the periods presented, which primarily consists of net foreign currency exchange (gains) losses and the gain on the divestiture of the WIS business:

(In millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2025	2024	2025	2024
EES	\$ 1.1	\$ 5.4	\$ 12.7	\$ 13.7
CSS	7.0	4.9	33.7	40.0
UBS	(0.2)	(19.7)	(2.6)	(122.1)
Reportable segments total	7.9	(9.4)	43.8	(68.4)
Corporate	(7.9)	(15.5)	(50.8)	(30.9)
Total	\$ —	\$ (24.9)	\$ (7.0)	\$ (99.3)

The following table sets forth capital expenditures by reportable segment for the periods presented:

(In millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2025	2024	2025	2024
EES	\$ 1.4	\$ 0.5	\$ 4.4	\$ 3.1
CSS	3.1	10.2	6.4	17.4
UBS	3.6	4.4	13.0	9.0
Reportable segments total	8.1	15.1	23.8	29.5
Corporate	5.1	14.1	31.6	40.9
Total	\$ 13.2	\$ 29.2	\$ 55.4	\$ 70.4

The following table sets forth total assets by reportable segment for the periods presented:

(In millions)	As of	
	September 30, 2025	December 31, 2024
EES	\$ 4,998.5	\$ 4,431.8
CSS	6,696.4	6,034.7
UBS	3,848.7	3,497.5
Reportable segments total	15,543.6	13,964.0
Corporate ⁽¹⁾	1,009.7	1,097.4
Total	\$ 16,553.3	\$ 15,061.4

⁽¹⁾ Total assets for Corporate primarily consist of cash and cash equivalents, deferred income taxes, property, buildings and equipment, capitalized cloud computing arrangement costs, operating lease assets, and pension assets.

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

The following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and notes thereto included in Item 1 of this Quarterly Report on Form 10-Q and WESCO International, Inc.’s audited Consolidated Financial Statements and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2024. 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 Item 1A of WESCO International, Inc.’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, as well as WESCO International, Inc.’s other reports filed with the Securities and Exchange Commission. In this Item 2, “Wesco” refers to WESCO International, Inc., and its subsidiaries and its predecessors unless the context otherwise requires. References to “we,” “us,” “our” and the “Company” refer to Wesco and its subsidiaries.

In addition to the results provided in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”), our discussion and analysis of financial condition and results of operations includes certain non-GAAP financial measures, which are defined further below. These financial measures include organic sales growth, earnings before interest, taxes, depreciation and amortization (“EBITDA”), adjusted EBITDA, adjusted EBITDA margin, financial leverage, adjusted selling, general and administrative expenses, adjusted income from operations, adjusted other non-operating expense (income), adjusted provision for income taxes, adjusted income before income taxes, adjusted net income, adjusted net income attributable to WESCO International, Inc., adjusted net income attributable to common stockholders, and adjusted earnings per diluted share. We believe that these non-GAAP measures are helpful to users of our financial statements as they provide a better understanding of our financial condition and results of operations on a comparable basis. Additionally, certain non-GAAP measures either focus on or exclude items impacting comparability of results, allowing users to more easily compare our financial performance from period to period. Management uses certain non-GAAP financial measures in its evaluation of the performance of the Company’s operating segments and in the determination of incentive compensation. Management does not use these non-GAAP financial measures for any purpose other than the reasons stated above.

Company Overview

Wesco, headquartered in Pittsburgh, Pennsylvania, is a leading provider of business-to-business distribution, logistics services and supply chain solutions.

We employ approximately 20,000 people, maintain relationships with more than 35,000 suppliers, and serve nearly 140,000 customers worldwide. With millions of products, end-to-end supply chain services, and leading digital capabilities, Wesco provides innovative solutions to meet customer needs across commercial and industrial businesses, contractors, educational institutions, government agencies, technology companies, telecommunications providers, and utilities. Our innovative solutions include supply chain management, logistics and transportation, procurement, warehousing and inventory management, as well as kitting and labeling, limited assembly of products and installation enhancement. We operate more than 700 sites, including distribution centers, fulfillment centers, and sales offices, in approximately 50 countries, providing a local presence for customers and a global network to serve multi-location businesses and global corporations.

We have operating segments comprising three strategic business units: Electrical & Electronic Solutions (“EES”), Communications & Security Solutions (“CSS”) and Utility & Broadband Solutions (“UBS”). These operating segments are equivalent to our reportable segments. The following is a description of each of our reportable segments and their business activities.

Electrical & Electronic Solutions

The EES segment, serving customers in over 50 countries, is a North American leader, and supplies a broad range of products and solutions primarily to construction, industrial and original equipment manufacturer (“OEM”) customers. The EES product portfolio includes a broad range of electrical equipment and supplies, automation and connected devices (the “Internet of Things” or “IoT”), security, lighting, wire and cable, safety, and maintenance, repair and operating (“MRO”) products from industry-leading manufacturing partners. The EES service portfolio includes solutions to improve project execution, direct and indirect manufacturing supply chain optimization programs, lighting and renewables advisory services, and digital and automation solutions to improve safety and productivity.

Communications & Security Solutions

The CSS segment, serving customers in over 50 countries, is a global leader in data center, enterprise network infrastructure and security solutions. CSS sells directly to end-users or through an extensive network of channel partners, including data communications contractors, security and network integrators, professional audio/visual integrators, and systems integrators. CSS also provides a wide range of professional A/V, safety, facilities, and energy management solutions. The full CSS product portfolio is frequently coupled with services designed to enhance efficiency and productivity across all customer segments globally. These services include data center services, advisory, installation enhancement, project deployment, supply chain solutions, and management platforms.

Utility & Broadband Solutions

The UBS segment is a leader in North America, serving customers primarily in the U.S. and Canada, and provides products and services to investor-owned utilities, public power companies, including municipalities, as well as global service providers, wireless providers, broadband operators and the contractors that service these customers. The products sold include wire and cable, transformers, transmission and distribution hardware, switches, protective devices, connectors, lighting, conduit, fiber and copper cable, connectivity products, pole line hardware, racks, cabinets, safety and MRO products, and point-to-point wireless devices. UBS also offers a complete set of service solutions to improve customer supply chain efficiencies.

Business Highlights

Our financial results reflect continued sales momentum in the third quarter of 2025, highlighted by a 5.1% sequential and 12.9% year over year increase in reported net sales. For the first nine months of 2025 compared to the first nine months of 2024, reported sales increased by 6.9% and organic sales increased by 8.3%, which adjusts for the impact of acquisitions and divestitures, fluctuations in foreign exchange rates and number of workdays. Our CSS data center business is primarily driving this growth in sales, but also contributing to lower gross margins as compared to prior years due to several large project sales. Our EES segment experienced continued growth across its construction, industrial and OEM businesses in the third quarter, fueled in part by rising demand for data center projects and increased infrastructure activity. Our Utility business also continued to show signs of improvement with increased investor-owned utility sales growth in the third quarter. Additionally, the Broadband business saw continued acceleration in the third quarter, which reflects an increased growth rate in the United States. We have seen year over year backlog growth driven by our CSS and UBS segments.

We continued to address supplier price increases in response, in part, to global tariffs, including but not limited to, passing through price increases, leveraging scale to provide locally sourced products, reducing imports from high tariff countries, optimizing supply chain logistics, and re-engineering our global supply chain. Although the long-term impact remains uncertain, tariffs did not have a material effect on our financial results for the third quarter of 2025.

After redeeming our Series A Preferred Stock in June 2025, we have no significant debt maturities until 2028 and have strong liquidity to execute our capital allocation priorities of debt reduction, stock buybacks and acquisitions.

During the third quarter of 2025, we continued to execute on our multi-year, phased development and implementation of a new Digital and Data Platform (“DDP”). The DDP is intended to be a unified, technology-enabled operating model that spans all business functions, maintains and enhances the flow of financial information, and improves resource efficiency.

Taking the above highlights into consideration, we believe we are well positioned to benefit from enduring secular growth trends of AI-driven data centers, increased power generation, electrification, automation and reshoring.

Results of Operations
Third Quarter of 2025 versus Third Quarter of 2024
Net Sales

The following table sets forth net sales and organic sales growth for the periods presented:

	Three Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 6,199.1	\$ 5,489.4	12.9 %	0.7 %	0.1 %	— %	12.1 %

Note: Organic sales growth is a non-GAAP financial measure of sales performance. Organic sales growth is calculated by deducting the percentage impact from acquisitions and divestitures for one year following the respective transaction, fluctuations in foreign exchange rates and number of workdays from the reported percentage change in consolidated net sales. Workday impact represents the change in the number of operating days period-over-period after adjusting for weekends and public holidays in the United States; there was no change in the number of workdays in the third quarter of 2025 compared to the third quarter of 2024.

Net sales were \$6.2 billion for the third quarter of 2025 compared to \$5.5 billion for the third quarter of 2024, an increase of 12.9%. Adjusting for the increase from the acquisition of Ascent, organic sales for the third quarter of 2025 grew by 12.1%. This growth reflects an approximate 9% increase in volume, driven by volume increases in all three segments (CSS, EES and UBS), and by the impact of changes in price, which favorably impacted consolidated organic sales by approximately 3%.

Cost of Goods Sold

Cost of goods sold for the third quarter of 2025 was \$4.9 billion compared to \$4.3 billion for the third quarter of 2024, an increase of 14.1%. Cost of goods sold as a percentage of net sales was 78.7% and 77.9% for the third quarter of 2025 and 2024, respectively. The unfavorable increase of 80 basis points reflects a decrease in gross margin in all three segments driven by large project sales and higher inventory adjustments, partially offset by higher supplier volume rebates.

Selling, General and Administrative Expenses

Selling, general and administrative (“SG&A”) expenses for the third quarter of 2025 totaled \$922.9 million versus \$831.1 million for the third quarter of 2024, an increase of \$91.8 million, or 11.0%.

The following table reconciles SG&A expenses to adjusted SG&A expenses, which is a non-GAAP financial measure, for the periods presented:

	Three Months Ended			
	September 30, 2025	% of net sales	September 30, 2024	% of net sales
	(In millions)			
Adjusted SG&A Expenses:				
Selling, general and administrative expenses	\$ 922.9	14.9%	\$ 831.1	15.1%
Digital transformation costs ⁽¹⁾	(10.4)		(5.4)	
Restructuring costs ⁽²⁾	1.6		(0.5)	
Adjusted selling, general and administrative expenses	\$ 914.1	14.7%	\$ 825.2	15.0%

⁽¹⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽²⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

SG&A payroll and payroll-related expenses for the third quarter of 2025 of \$570.4 million increased by \$50.3 million compared to the same period in 2024 primarily as a result of an increase of \$24.2 million in salaries and \$14.1 million in commissions and incentives.

SG&A expenses not related to payroll and payroll-related costs for the third quarter of 2025 were \$352.5 million, an increase of \$41.4 million compared to the same period in 2024, which primarily reflects increased costs to operate our facilities of \$11.5 million, increased transportation costs of \$9.8 million and increased IT costs of \$7.8 million.

Income from Operations

Income from operations was \$345.4 million for the third quarter of 2025 compared to \$335.6 million for the third quarter of 2024, an increase of \$9.8 million, or 2.9%. The increase reflects higher sales partially offset by higher cost of goods sold as a percentage of net sales due to a decrease in gross margin in all three segments due to large projects and an increase in SG&A expenses as described above.

Interest Expense, net

Net interest expense totaled \$99.0 million for the third quarter of 2025 compared to \$86.5 million for the third quarter of 2024. The increase of \$12.5 million, or 14.5%, was primarily driven by the issuance of the 2033 Notes, partially offset by lower borrowings and lower interest rates on the Receivables Facility and the Revolving Credit Facility throughout the third quarter of 2025 compared to the third quarter of 2024.

Other Income, net

There was no other income, net for the third quarter of 2025 due to various immaterial offsetting income and losses as compared to \$24.9 million for the third quarter of 2024. The third quarter of 2024 included a \$19.3 million gain on the sale of our WIS business. We recognized \$1.8 million of income in the third quarter of 2025 from an adjustment to the fair value of the contingent consideration liability related to a recent acquisition. We recognized a net foreign currency exchange loss of \$2.1 million for the third quarter of 2025 compared to a net foreign currency exchange gain of \$2.5 million for the third quarter of 2024. We recognized net benefits of \$0.8 million and \$2.4 million associated with the non-service cost components of net periodic pension (benefit) cost for the three months ended September 30, 2025 and 2024, respectively.

The following table reconciles other non-operating income to adjusted other non-operating income, which is a non-GAAP financial measure, for the periods presented:

	Three Months Ended	
	September 30, 2025	September 30, 2024
Adjusted Other Expense (Income), net:	(In millions)	
Other expense (income), net	\$ —	\$ (24.9)
Gain on divestiture ⁽¹⁾	—	19.3
Reduction to pension settlement cost ⁽²⁾	—	2.2
Adjusted other expense (income), net	\$ —	\$ (3.4)

⁽¹⁾ Gain on divestiture represents the gain recognized as a result of the divestiture of the Wesco Integrated Supply (“WIS”) business on April 1, 2024.

⁽²⁾ Reduction to pension settlement cost represents income as a result of the finalization of the liabilities transferred as part of the settlement of the Company's U.S. pension plan.

Income Taxes

The provision for income taxes was \$57.8 million for the third quarter of 2025 compared to \$69.3 million for the corresponding quarter of the prior year, resulting in effective tax rates of 23.5% and 25.3%, respectively. The lower effective tax rate for the third quarter of 2025 is due to higher discrete income tax benefits relating to the exercise of stock-based awards as compared to the prior year period.

Net Income and Earnings per Share

Net income and earnings per diluted share attributable to common stockholders were \$187.5 million and \$3.79, respectively, for the third quarter of 2025 compared to \$189.9 million and \$3.81, respectively, for the third quarter of 2024. Adjusted for the non-GAAP adjustments above and the related income tax effects, net income and earnings per diluted share attributable to common stockholders were \$193.9 million and \$3.92, respectively, for the three months ended September 30, 2025, and \$178.1 million and \$3.58, respectively, for the three months ended September 30, 2024.

The increase in adjusted earnings per diluted share primarily reflects the favorable impact of the June 2025 Series A Preferred Stock redemption and the corresponding decrease in preferred dividends, as well as the increase in net sales, partially offset by the increase in cost of goods sold as a percentage of net sales, an increase in SG&A expenses, and the decrease in other income. Additionally, there was a positive impact from the reduction in outstanding common shares during the third quarter of 2025 as compared to the third quarter of 2024.

Adjusted EBITDA

Adjusted EBITDA, a non-GAAP financial measure, was \$423.0 million for the third quarter of 2025, compared to \$398.1 million for the third quarter of 2024, an increase of \$24.9 million, or 6.3% year-over-year. The increase primarily reflects a \$709.7 million increase in net sales, partially offset by a \$605.0 million increase in cost of goods sold related to increased large project sales, and a \$91.8 million increase in SG&A expenses, as described above.

Segment Results

The following is a discussion of the financial results of our operating segments comprising three strategic business units consisting of EES, CSS and UBS for the three months ended September 30, 2025. As further described below and in Note 14, "Business Segments" of our Notes to the unaudited Condensed Consolidated Financial Statements, the Chief Operating Decision Maker (the "CODM") allocates resources and evaluates the performance of the Company's reportable segments based on adjusted EBITDA, which is the Company's measure of segment profit or loss. Adjusted EBITDA and adjusted EBITDA margin percentage are non-GAAP financial measures. As previously described in Note 2, "Accounting Policies," the reportable segment information for the three months ended September 30, 2024 for the EES and CSS reportable segments has been recast to conform to the current year presentation.

Electrical & Electronic Solutions

	Three Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 2,359.6	\$ 2,110.4	11.8 %	— %	(0.1)%	— %	11.9 %
Adjusted EBITDA	\$ 198.3	\$ 181.3					
Adjusted EBITDA margin %	8.4%	8.6%					

EES reported net sales of \$2.4 billion for the third quarter of 2025 compared to \$2.1 billion for the third quarter of 2024, an increase of \$249.2 million, or 11.8%. EES organic sales for the third quarter of 2025 increased by 11.9%, with volume growth of approximately 8% driven primarily by the construction, industrial and OEM businesses. Price favorably impacted organic sales by approximately 4%.

EES adjusted EBITDA increased \$17.0 million, or 9.4% year-over-year. The increase primarily reflects an increase in volume and price inflation as discussed above, partially offset by an increase in SG&A expenses of \$21.9 million. The increase in SG&A expenses is primarily attributed to an increase in salaries of \$6.7 million as well as individually immaterial increases in various other operating expenses.

Communications & Security Solutions

	Three Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 2,410.9	\$ 1,995.9	20.8 %	2.1 %	0.4 %	— %	18.3 %
Adjusted EBITDA	\$ 220.5	\$ 180.2					
Adjusted EBITDA margin %	9.1%	9.0%					

CSS reported net sales of \$2.4 billion for the third quarter of 2025 compared to \$2.0 billion for the third quarter of 2024, an increase of \$415.0 million, or 20.8%, which is inclusive of a favorable impact from the acquisition of Ascent of 2.1%. CSS organic sales for the third quarter of 2025 grew by 18.3%, primarily reflecting volume growth of approximately 17%, driven primarily by the data center solutions business, as well as the impact of changes in price, which favorably impacted organic sales by approximately 2%.

CSS adjusted EBITDA increased \$40.3 million, or 22.4% year-over-year. The increase primarily reflects an increase in volume, specifically within the data center solutions business, as described above, partially offset by an increase in SG&A expenses of \$32.4 million. The increase in SG&A expenses is primarily attributed to increased salaries of \$9.3 million, increased transportation costs of \$7.9 million consistent with higher sales, as well as individually immaterial increases in various other operating expenses.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
Utility & Broadband Solutions

	Three Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 1,428.6	\$ 1,383.1	3.3 %	— %	(0.1)%	— %	3.4 %
Adjusted EBITDA	\$ 148.8	\$ 156.5					
Adjusted EBITDA margin %	10.4%	11.3%					

UBS reported net sales of \$1,428.6 million for the third quarter of 2025 compared to \$1,383.1 million for the third quarter of 2024, an increase of \$45.5 million, or 3.3%. UBS organic sales for the third quarter of 2025 grew by 3.4%, reflecting volume growth of approximately 2% driven primarily by growth in the broadband business, as well as the impact of changes in price, which favorably impacted organic sales by approximately 1%.

UBS adjusted EBITDA decreased \$7.7 million, or 4.9% year-over-year. The decrease primarily reflects a decrease in gross margin driven by the competitive pricing environment.

The following tables reconcile net income attributable to common stockholders to adjusted EBITDA and adjusted EBITDA margin % by segment, which are non-GAAP financial measures, for the periods presented:

(In millions)	Three Months Ended September 30, 2025				
	EES	CSS	UBS	Corporate	Total
Net income attributable to common stockholders	\$ 183.2	\$ 191.7	\$ 140.7	\$ (328.1)	\$ 187.5
Net income (loss) attributable to noncontrolling interests	0.3	1.2	—	(0.4)	1.1
Provision for income taxes ⁽¹⁾	—	—	—	57.8	57.8
Interest expense, net ⁽¹⁾	—	—	—	99.0	99.0
Depreciation and amortization	12.7	19.3	7.8	9.3	49.1
Other expense (income), net	1.1	7.0	(0.2)	(7.9)	—
Stock-based compensation expense	1.0	1.3	0.5	7.9	10.7
Digital transformation costs ⁽²⁾	—	—	—	10.4	10.4
Cloud computing arrangement amortization ⁽³⁾	—	—	—	9.0	9.0
Restructuring costs ⁽⁴⁾	—	—	—	(1.6)	(1.6)
Adjusted EBITDA	\$ 198.3	\$ 220.5	\$ 148.8	\$ (144.6)	\$ 423.0
Adjusted EBITDA margin %	8.4%	9.1%	10.4%		

⁽¹⁾ The reportable segments do not incur income taxes and interest expense as these costs are centrally controlled through the Corporate tax and treasury functions.

⁽²⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽³⁾ Cloud computing arrangement amortization consists of expense recognized in selling, general and administrative expenses for capitalized implementation costs for cloud computing arrangements to support our digital transformation initiatives.

⁽⁴⁾ Reduction to restructuring costs represents the reversal of certain severance costs previously incurred pursuant to an ongoing restructuring plan.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

(In millions)	Three Months Ended September 30, 2024				
	EES ⁽¹⁾	CSS ⁽¹⁾	UBS	Corporate	Total
Net income attributable to common stockholders	\$ 163.7	\$ 155.1	\$ 168.5	\$ (297.4)	\$ 189.9
Net (loss) income attributable to noncontrolling interests	(1.0)	0.9	—	0.5	0.4
Preferred stock dividends	—	—	—	14.4	14.4
Provision for income taxes ⁽²⁾	—	—	—	69.3	69.3
Interest expense, net ⁽²⁾	—	—	—	86.5	86.5
Depreciation and amortization	12.1	17.7	6.9	9.3	46.0
Other expense (income), net	5.4	4.9	(19.7)	(15.5)	(24.9)
Stock-based compensation expense	1.1	1.6	0.8	3.3	6.8
Digital transformation costs ⁽³⁾	—	—	—	5.4	5.4
Cloud computing arrangement amortization ⁽⁴⁾	—	—	—	3.8	3.8
Restructuring costs ⁽⁵⁾	—	—	—	0.5	0.5
Adjusted EBITDA	\$ 181.3	\$ 180.2	\$ 156.5	\$ (119.9)	\$ 398.1
Adjusted EBITDA margin %	8.6%	9.0%	11.3%		

⁽¹⁾ As previously described in Note 2, "Accounting Policies," the reportable segment information for the three months ended September 30, 2024 for the EES and CSS reportable segments has been recast to conform to the current year presentation.

⁽²⁾ The reportable segments do not incur income taxes and interest expense as these costs are centrally controlled through the Corporate tax and treasury functions.

⁽³⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽⁴⁾ Cloud computing arrangement amortization consists of expense recognized in selling, general and administrative expenses for capitalized implementation costs for cloud computing arrangements to support our digital transformation initiatives.

⁽⁵⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

Note: Adjusted EBITDA and Adjusted EBITDA margin % are non-GAAP financial measures that provide indicators of the Company's performance and its ability to meet debt service requirements. Adjusted EBITDA margin % is calculated by dividing Adjusted EBITDA by net sales.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

The following tables reconcile selling, general and administrative expenses, income from operations, other non-operating expense (income), provision for income taxes, net income attributable to common stockholders and earnings per diluted share to adjusted selling, general and administrative expenses, adjusted income from operations, adjusted other non-operating expense (income), adjusted provision for income taxes, adjusted net income attributable to common stockholders, and adjusted earnings per diluted share, which are non-GAAP financial measures, for the periods presented:

	Three Months Ended	
	September 30, 2025	September 30, 2024
(In millions)		
Adjusted SG&A Expenses:		
Selling, general and administrative expenses	\$ 922.9	\$ 831.1
Digital transformation costs ⁽¹⁾	(10.4)	(5.4)
Restructuring costs ⁽²⁾	1.6	(0.5)
Adjusted selling, general and administrative expenses	<u>\$ 914.1</u>	<u>\$ 825.2</u>
Adjusted Income from Operations:		
Income from operations	\$ 345.4	\$ 335.6
Digital transformation costs ⁽¹⁾	10.4	5.4
Restructuring costs ⁽²⁾	(1.6)	0.5
Adjusted income from operations	<u>\$ 354.2</u>	<u>\$ 341.5</u>
Adjusted Other Expense (Income), net:		
Other expense (income), net	\$ —	\$ (24.9)
Gain on divestiture	—	19.3
Reduction to pension settlement cost ⁽³⁾	—	2.2
Adjusted other expense (income), net	<u>\$ —</u>	<u>\$ (3.4)</u>
Adjusted Provision for Income Taxes:		
Provision for income taxes	\$ 57.8	\$ 69.3
Income tax effect of adjustments to income from operations and other expense (income), net ⁽⁴⁾	2.4	(3.8)
Adjusted provision for income taxes	<u>\$ 60.2</u>	<u>\$ 65.5</u>
Adjusted Net Income Attributable to Common Stockholders:		
Net income attributable to common stockholders	\$ 187.5	\$ 189.9
Digital transformation costs ⁽¹⁾	10.4	5.4
Restructuring costs ⁽²⁾	(1.6)	0.5
Gain on divestiture	—	(19.3)
Reduction to pension settlement cost ⁽³⁾	—	(2.2)
Income tax effect of adjustments to income from operations and other expense (income), net ⁽⁴⁾	(2.4)	3.8
Adjusted net income attributable to common stockholders	<u>\$ 193.9</u>	<u>\$ 178.1</u>

⁽¹⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽²⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

⁽³⁾ Reduction to pension settlement cost represents income as a result of the finalization of the liabilities transferred as part of the settlement of the Company's U.S. pension plan.

⁽⁴⁾ The adjustments to income from operations and other expense (income), net have been tax effected at rates of 26.7% and 24.3% for the three months ended September 30, 2025 and 2024, respectively.

Adjusted Earnings per Diluted Share:	Three Months Ended	
	September 30, 2025	September 30, 2024
(In millions, except per share data)		
Adjusted income from operations	\$ 354.2	\$ 341.5
Interest expense, net	99.0	86.5
Adjusted other expense (income), net	—	(3.4)
Adjusted income before income taxes	255.2	258.4
Adjusted provision for income taxes	60.2	65.5
Adjusted net income	195.0	192.9
Net income attributable to noncontrolling interests	1.1	0.4
Adjusted net income attributable to WESCO International, Inc.	193.9	192.5
Preferred stock dividends	—	14.4
Adjusted net income attributable to common stockholders	\$ 193.9	\$ 178.1
Diluted shares	49.5	49.8
Adjusted earnings per diluted share	\$ 3.92	\$ 3.58

Note: For the three months ended September 30, 2025, SG&A expenses, income from operations, the provision for income taxes, net income attributable to common stockholders, and earnings per diluted share have been adjusted to exclude digital transformation costs, restructuring costs, and the related income tax effects. For the three months ended September 30, 2024, SG&A expenses, income from operations, other non-operating expense (income), the provision for income taxes, net income attributable to common stockholders, and earnings per diluted share have been adjusted to exclude digital transformation costs, restructuring costs, the gain recognized on the divestiture of the WIS business, the reduction to pension settlement cost, and the related income tax effects. These non-GAAP financial measures provide a better understanding of our financial results on a comparable basis.

Nine Months Ended September 30, 2025 versus Nine Months Ended September 30, 2024

Net Sales

The following table sets forth net sales and organic sales growth for the periods presented:

	Nine Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition/Divestiture	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 17,442.4	\$ 16,319.1	6.9 %	(0.5)%	(0.4)%	(0.5)%	8.3 %

Note: Organic sales growth is a non-GAAP financial measure of sales performance. Organic sales growth is calculated by deducting the percentage impact from acquisitions and divestitures for one year following the respective transaction, fluctuations in foreign exchange rates and number of workdays from the reported percentage change in consolidated net sales. Workday impact represents the change in the number of operating days period-over-period after adjusting for weekends and public holidays in the United States; the first nine months of 2025 had one less workday compared to the first nine months of 2024.

Net sales were \$17.4 billion for the first nine months of 2025 compared to \$16.3 billion for the first nine months of 2024, an increase of 6.9%. Organic sales for the first nine months of 2025 grew by 8.3%. This growth reflects an approximate 6% increase in volume driven by the CSS and EES segments, and an approximate 2% benefit from price.

Cost of Goods Sold

Cost of goods sold for the first nine months of 2025 was \$13.8 billion compared to \$12.8 billion for the first nine months of 2024, an increase of 7.7%. Cost of goods sold as a percentage of net sales was 78.9% and 78.3% for the first nine months of 2025 and 2024, respectively. The unfavorable increase of 60 basis points primarily reflects a decrease in gross margin in all three segments driven by large project sales and higher inventory adjustments, partially offset by higher supplier volume rebates.

Selling, General and Administrative Expenses

SG&A expenses for the first nine months of 2025 totaled \$2,631.4 million versus \$2,488.9 million for the first nine months of 2024, an increase of \$142.5 million, or 5.7%.

The following table reconciles SG&A expenses to adjusted SG&A expenses, which is a non-GAAP financial measure, for the periods presented:

	Nine Months Ended			
	September 30, 2025	% of net sales	September 30, 2024	% of net sales
	(In millions)			
Adjusted SG&A Expenses:				
Selling, general and administrative expenses	\$ 2,631.4	15.1%	\$ 2,488.9	15.3%
Digital transformation costs ⁽¹⁾	(24.1)		(17.5)	
Restructuring costs ⁽²⁾	—		(9.5)	
Loss on abandonment of assets ⁽³⁾	—		(17.8)	
Excise taxes on excise pension plan assets ⁽⁴⁾	—		(4.8)	
Adjusted selling, general and administrative expenses	<u>\$ 2,607.3</u>	14.9%	<u>\$ 2,439.3</u>	14.9%

⁽¹⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽²⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

⁽³⁾ Loss on abandonment of assets represents the write-off of certain capitalized cloud computing arrangement implementation costs relating to a third-party developed operations management software product in favor of an application with functionality that better suits the Company's operations.

⁽⁴⁾ Excise taxes on excess pension plan assets represent the excise taxes applicable to the excess pension plan assets following the final settlement of the Company's U.S. pension plan.

SG&A payroll and payroll-related expenses for the first nine months of 2025 of \$1,631.3 million increased by \$80.5 million compared to the same period in 2024 primarily as a result of increased salaries of \$46.9 million due to wage inflation, partially offset by the impact of the divestiture of the WIS business, and increased benefits expense of \$15.6 million.

SG&A expenses not related to payroll and payroll-related costs for the first nine months of 2025 were \$1,000.1 million, an increase of \$62.0 million compared to the same period in 2024, which primarily reflects increased costs to operate our facilities of \$27.6 million, and increased transportation costs of \$24.9 million.

Income from Operations

Income from operations was \$908.5 million for the first nine months of 2025 compared to \$922.1 million for the first nine months of 2024. The decrease of \$13.6 million, or 1.5%, reflects an increase in sales exceeded by higher cost of goods sold as a percentage of net sales due to a decrease in gross margin in all three segments due to large projects, as well as an increase in SG&A expenses, as described above.

Other Income, net

Other non-operating income totaled \$7.0 million for the first nine months of 2025 compared to \$99.3 million for the first nine months of 2024. The first nine months of 2024 included a \$122.2 million gain on the sale of our WIS business. We recognized \$4.2 million of income in the first nine months of 2025 from an adjustment to the fair value of the contingent consideration liability related to a recent acquisition. Due to fluctuations in the U.S. dollar against certain foreign currencies, we recognized a net foreign currency exchange loss of \$0.2 million for the first nine months of 2025 compared to a net loss of \$18.2 million for the first nine months of 2024. We recognized net benefits of \$2.5 million and net costs of \$3.2 million associated with the non-service cost components of net periodic pension cost (benefit) for the nine months ended September 30, 2025 and 2024, respectively. The year-over-year decrease in net periodic pension costs was due to pension settlement cost to recognize unrealized losses previously reported as a component of other comprehensive income (loss) related to the benefit obligation of the Anixter Inc. Pension Plan as a result of the final settlement of the plan in the first quarter of 2024.

The following table reconciles other non-operating income to adjusted other non-operating (income) expense, which is a non-GAAP financial measure, for the periods presented:

	Nine Months Ended	
	September 30, 2025	September 30, 2024
Adjusted Other (Income) Expense, net:	(In millions)	
Other income, net	\$ (7.0)	\$ (99.3)
Loss on termination of business arrangement ⁽¹⁾	(0.3)	(3.8)
Pension settlement cost ⁽²⁾	—	(3.3)
Gain on divestiture ⁽³⁾	—	122.2
Adjusted other (income) expense, net	\$ (7.3)	\$ 15.8

⁽¹⁾ Loss on termination of business arrangement represents the loss recognized as a result of management's decision to terminate a business arrangement with a third party.

⁽²⁾ Pension settlement cost represents expense related to the final settlement of the Company's U.S. pension plan.

⁽³⁾ Gain on divestiture represents the gain recognized as a result of the divestiture of the Wesco Integrated Supply ("WIS") business on April 1, 2024.

Income Taxes

The provision for income taxes was \$155.7 million for the first nine months of 2025 compared to \$188.1 million in last year's comparable period, resulting in effective tax rates of 24.4% and 25.4%, respectively. The lower effective tax rate for the first nine months of 2025 is due to higher discrete income tax benefits relating to the exercise and vesting of stock-based awards as compared to the prior year period.

Net Income and Earnings per Share

Net income and earnings per diluted share attributable to common stockholders were \$480.6 million and \$9.71, respectively, for the first nine months of 2025 compared to \$509.1 million and \$10.02, respectively, for the first nine months of 2024. Adjusted for the non-GAAP adjustments above and the related income tax effects, and the \$27.6 million gain recognized as a result of the Company's redemption of its outstanding Series A Preferred Stock, net income and earnings per diluted share attributable to common stockholders were \$470.9 million and \$9.51, respectively, for the first nine months of 2025 and \$461.0 million and \$9.07, respectively, for the first nine months of 2024.

The increase in adjusted earnings per diluted share primarily reflects the favorable impact of the June 2025 Series A Preferred Stock redemption and the corresponding decrease in preferred dividends, as well as the increase in net sales as discussed above, partially offset by the increase in cost of goods sold as a percentage of net sales, the decrease in other income, and the increase in SG&A expenses. Additionally, there was a positive impact from the reduction in outstanding common shares during the first nine months of 2025 as compared to the first nine months of 2024.

Adjusted EBITDA

Adjusted EBITDA, a non-GAAP financial measure, was \$1,127.8 million for the first nine months of 2025 compared to \$1,138.6 million for the first nine months of 2024, a decrease of \$10.8 million, or 0.9% year-over-year. The decrease primarily reflects a \$986.2 million increase in cost of goods sold, and a \$142.5 million increase in SG&A expenses, as described above, partially offset by a \$1,123.3 million increase in net sales. Included in the increase in SG&A expenses was a \$17.8 million increase from the absence of asset abandonment loss in the first nine months of 2025 compared to the first nine months of 2024, a \$6.6 million increase from digital transformation costs, and a \$4.8 million increase from the absence of excise taxes on excess pension plan assets in first nine months of 2025 compared to the first nine months of 2024. Additionally, there was a year-over-year decrease in restructuring costs of \$9.5 million.

Segment Results

The following is a discussion of the financial results of our operating segments comprising three strategic business units consisting of EES, CSS and UBS for the nine months ended September 30, 2025. As further described below and in Note 14, "Business Segments" of our Notes to the unaudited Condensed Consolidated Financial Statements, the CODM allocates resources and evaluates the performance of the Company's reportable segments based on adjusted EBITDA, which is the Company's measure of segment profit or loss. Adjusted EBITDA and adjusted EBITDA margin percentage are non-GAAP financial measures. As previously described in Note 2, "Accounting Policies," the reportable segment information for the nine months ended September 30, 2024 for the EES and CSS reportable segments has been recast to conform to the current year presentation.

Electrical & Electronic Solutions

	Nine Months Ended		Reported Sales	Growth/(Decline)			
	September 30, 2025	September 30, 2024		Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 6,682.7	\$ 6,309.2	5.9 %	— %	(0.7)%	(0.5)%	7.1 %
Adjusted EBITDA	\$ 523.8	\$ 533.3					
Adjusted EBITDA Margin %	7.8%	8.5%					

EES reported net sales of \$6.7 billion for the first nine months of 2025 compared to \$6.3 billion for the first nine months of 2024, an increase of \$373.5 million, or 5.9%. EES organic sales for the first nine months of 2025 grew by 7.1%, driven primarily by volume growth of approximately 4%, primarily as a result of growth in the OEM and construction businesses, and by the impact of changes in price, which favorably impacted organic sales by approximately 3%.

EES adjusted EBITDA decreased \$9.5 million, or 1.8% year-over-year. The decrease primarily reflects an unfavorable change in product mix, partially offset by an increase in volume and price, as described above. Additionally, SG&A expenses increased \$43.0 million as compared to the prior year, which was primarily attributed to increased salaries of \$15.0 million, increased transportation costs of \$8.3 million, increased operations expenses of \$7.8 million, and increased bad debt expense of \$5.8 million.

Communications & Security Solutions

	Nine Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Acquisition	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 6,676.4	\$ 5,605.0	19.1 %	1.9 %	(0.2)%	(0.5)%	17.9 %
Adjusted EBITDA	\$ 578.0	\$ 466.9					
Adjusted EBITDA Margin %	8.7%	8.3%					

CSS reported net sales of \$6.7 billion for the first nine months of 2025 compared to \$5.6 billion for the first nine months of 2024, an increase of \$1.1 billion, or 19.1%, which is inclusive of a favorable impact from the acquisition of Ascent of 1.9%. CSS organic sales for the first nine months of 2025 grew by 17.9%, driven primarily by volume growth of approximately 17% as a result of the data center solutions business and less significant growth in the security solutions business, partially offset by volume decline in the enterprise network infrastructure business, and by the impact of changes in price, which favorably impacted organic sales by approximately 1%.

CSS adjusted EBITDA increased \$111.1 million, or 23.8% year-over-year. The increase reflects an increase in volume, specifically within the data center solutions business and the security solutions business, as described above. Further, there was an increase in SG&A expenses of \$71.3 million. The increase in SG&A expenses is primarily attributed to increased transportation costs of \$20.6 million consistent with higher sales, increased salaries of \$19.8 million, increased commissions and incentives of \$11.1 million, and increased benefits expense of \$8.9 million.

Utility & Broadband Solutions

	Nine Months Ended		Growth/(Decline)				
	September 30, 2025	September 30, 2024	Reported Sales	Divestiture	Foreign Exchange	Workday	Organic Sales
	(In millions)						
Net sales	\$ 4,083.3	\$ 4,404.9	(7.3)%	(4.4)%	(0.2)%	(0.5)%	(2.2)%
Adjusted EBITDA	\$ 430.7	\$ 499.4					
Adjusted EBITDA Margin %	10.5%	11.3%					

UBS reported net sales of \$4.1 billion for the first nine months of 2025 compared to \$4.4 billion for the first nine months of 2024, a decrease of \$321.6 million, or 7.3%, which is inclusive of an unfavorable impact from the divestiture of the WIS business of 4.4%. UBS organic sales for the first nine months of 2025 declined by 2.2%, reflecting volume declines, primarily as a result of ongoing customer destocking and cautious spending related to tariff and market uncertainties. Changes in price did not have a material impact on the year-over-year decline in UBS organic sales.

UBS adjusted EBITDA decreased \$68.7 million, or 13.8% year-over-year. The decrease primarily reflects a decline in volume, as described above. The decrease in adjusted EBITDA was partially offset by a decrease in SG&A expenses of \$12.2 million as compared to the prior year, which was primarily attributed to lower commissions and incentives of \$7.1 million as well as individually immaterial increases in various other operating expenses.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

The following tables reconcile net income attributable to common stockholders to adjusted EBITDA and adjusted EBITDA margin % by segment, which are non-GAAP financial measures, for the periods presented:

(In millions)	Nine Months Ended September 30, 2025				
	EES	CSS	UBS	Corporate	Total
Net income attributable to common stockholders	\$ 470.4	\$ 481.0	\$ 408.8	\$ (879.6)	\$ 480.6
Net income (loss) attributable to noncontrolling interests	0.3	1.9	—	(0.9)	1.3
Gain on redemption of Series A Preferred Stock	—	—	—	(27.6)	(27.6)
Preferred stock dividends	—	—	—	27.3	27.3
Provision for income taxes ⁽¹⁾	—	—	—	155.7	155.7
Interest expense, net ⁽¹⁾	—	—	—	278.2	278.2
Depreciation and amortization	37.3	57.4	23.2	27.9	145.8
Other expense (income), net	12.7	33.7	(2.6)	(50.8)	(7.0)
Stock-based compensation expense	3.1	4.0	1.3	20.9	29.3
Digital transformation costs ⁽²⁾	—	—	—	24.1	24.1
Cloud computing arrangement amortization ⁽³⁾	—	—	—	20.1	20.1
Adjusted EBITDA	\$ 523.8	\$ 578.0	\$ 430.7	\$ (404.7)	\$ 1,127.8
Adjusted EBITDA margin %	7.8%	8.7%	10.5%		

⁽¹⁾ The reportable segments do not incur income taxes and interest expense as these costs are centrally controlled through the Corporate tax and treasury functions.

⁽²⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽³⁾ Cloud computing arrangement amortization consists of expense recognized in selling, general and administrative expenses for capitalized implementation costs for cloud computing arrangements to support our digital transformation initiatives.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

(In millions)	Nine Months Ended September 30, 2024				
	EES ⁽¹⁾	CSS ⁽¹⁾	UBS	Corporate	Total
Net income attributable to common stockholders	\$ 483.1	\$ 365.9	\$ 597.8	\$ (937.7)	\$ 509.1
Net (loss) income attributable to noncontrolling interests	(1.3)	1.9	—	0.7	1.3
Preferred stock dividends	—	—	—	43.1	43.1
Provision for income taxes ⁽²⁾	—	—	—	188.1	188.1
Interest expense, net ⁽²⁾	—	—	—	279.8	279.8
Depreciation and amortization	34.5	54.2	21.3	27.6	137.6
Other expense (income), net	13.7	40.0	(122.1)	(30.9)	(99.3)
Stock-based compensation expense	3.3	4.9	2.4	9.0	19.6
Loss on abandonment of assets ⁽³⁾	—	—	—	17.8	17.8
Digital transformation costs ⁽⁴⁾	—	—	—	17.5	17.5
Cloud computing arrangement amortization ⁽⁵⁾	—	—	—	9.7	9.7
Restructuring costs ⁽⁶⁾	—	—	—	9.5	9.5
Excise taxes on excess pension plan assets ⁽⁷⁾	—	—	—	4.8	4.8
Adjusted EBITDA	\$ 533.3	\$ 466.9	\$ 499.4	\$ (361.0)	\$ 1,138.6
Adjusted EBITDA margin %	8.5%	8.3%	11.3%		

⁽¹⁾ As previously described in Note 2, "Accounting Policies," the reportable segment information for the nine months ended September 30, 2024 for the EES and CSS reportable segments has been recast to conform to the current year presentation.

⁽²⁾ The reportable segments do not incur income taxes and interest expense as these costs are centrally controlled through the Corporate tax and treasury functions.

⁽³⁾ Loss on abandonment of assets represents the write-off of certain capitalized cloud computing arrangement implementation costs relating to a third-party developed operations management software product in favor of an application with functionality that better suits the Company's operations.

⁽⁴⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽⁵⁾ Cloud computing arrangement amortization consists of expense recognized in selling, general and administrative expenses for capitalized implementation costs for cloud computing arrangements to support our digital transformation initiatives.

⁽⁶⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

⁽⁷⁾ Excise taxes on excess pension plan assets represent the excise taxes applicable to the excess pension plan assets following the final settlement of the Company's U.S. pension plan.

Note: Adjusted EBITDA and Adjusted EBITDA margin % are non-GAAP financial measures that provide indicators of the Company's performance and its ability to meet debt service requirements. Adjusted EBITDA margin % is calculated by dividing Adjusted EBITDA by net sales.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

The following tables reconcile selling, general and administrative expenses, income from operations, other non-operating (income) expense, provision for income taxes, net income attributable to common stockholders, and earnings per diluted share to adjusted selling, general and administrative expenses, adjusted income from operations, adjusted other non-operating (income) expense, adjusted provision for income taxes, adjusted net income attributable to common stockholders, and adjusted earnings per diluted share, which are non-GAAP financial measures, for the periods presented:

	Nine Months Ended	
	September 30, 2025	September 30, 2024
Adjusted SG&A Expenses:	(In millions)	
Selling, general and administrative expenses	\$ 2,631.4	\$ 2,488.9
Digital transformation costs ⁽¹⁾	(24.1)	(17.5)
Restructuring costs ⁽²⁾	—	(9.5)
Loss on abandonment of assets ⁽³⁾	—	(17.8)
Excise taxes on excess pension plan assets ⁽⁴⁾	—	(4.8)
Adjusted selling, general and administrative expenses	\$ 2,607.3	\$ 2,439.3
Adjusted Income from Operations:		
Income from operations	\$ 908.5	\$ 922.1
Digital transformation costs ⁽¹⁾	24.1	17.5
Restructuring costs ⁽²⁾	—	9.5
Loss on abandonment of assets ⁽³⁾	—	17.8
Excise taxes on excess pension plan assets ⁽⁴⁾	—	4.8
Adjusted income from operations	\$ 932.6	\$ 971.7
Adjusted Other (Income) Expense, net:		
Other income, net	\$ (7.0)	\$ (99.3)
Loss on termination of business arrangement ⁽⁵⁾	(0.3)	(3.8)
Pension settlement cost ⁽⁶⁾	—	(3.3)
Gain on divestiture	—	122.2
Adjusted other (income) expense, net	\$ (7.3)	\$ 15.8
Adjusted Provision for Income Taxes:		
Provision for income taxes	\$ 155.7	\$ 188.1
Income tax effect of adjustments to income from operations and other (income) expense, net ⁽⁷⁾	6.5	(17.4)
Adjusted provision for income taxes	\$ 162.2	\$ 170.7
Adjusted Net Income Attributable to Common Stockholders:		
Net income attributable to common stockholders	\$ 480.6	\$ 509.1
Digital transformation costs ⁽¹⁾	24.1	17.5
Restructuring costs ⁽²⁾	—	9.5
Loss on abandonment of assets ⁽³⁾	—	17.8
Excise taxes on excess pension plan assets ⁽⁴⁾	—	4.8
Gain on divestiture	—	(122.2)
Loss on termination of business arrangement ⁽⁵⁾	0.3	3.8
Pension settlement cost ⁽⁶⁾	—	3.3
Income tax effect of adjustments to income from operations and other (income) expense, net ⁽⁷⁾	(6.5)	17.4
Gain on redemption of Series A Preferred Stock	(27.6)	—
Adjusted net income attributable to common stockholders	\$ 470.9	\$ 461.0

⁽¹⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽²⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

⁽³⁾ Loss on abandonment of assets represents the write-off of certain capitalized cloud computing arrangement implementation costs relating to a third-party developed operations management software product in favor of an application with functionality that better suits the Company's operations.

⁽⁴⁾ Excise taxes on excess pension plan assets represent the excise taxes applicable to the excess pension plan assets following the final settlement of the Company's U.S. pension plan.

⁽⁵⁾ Loss on termination of business arrangement represents the loss recognized as a result of management's decision to terminate a business arrangement with a third party.

⁽⁶⁾ Pension settlement cost represents expense related to the settlement of the Company's U.S. pension plan.

⁽⁷⁾ The adjustments to income from operations and other (income) expense, net have been tax effected at a rate of approximately 26.4% and 26.5% for the nine months ended September 30, 2025 and 2024, respectively.

Adjusted Earnings per Diluted Share:	Nine Months Ended	
	September 30, 2025	September 30, 2024
<i>(In millions, except per share data)</i>		
Adjusted income from operations	\$ 932.6	\$ 971.7
Interest expense, net	278.2	279.8
Adjusted other (income) expense, net	(7.3)	15.8
Adjusted income before income taxes	661.7	676.1
Adjusted provision for income taxes	162.2	170.7
Adjusted net income	499.5	505.4
Net income attributable to noncontrolling interests	1.3	1.3
Adjusted net income attributable to WESCO International, Inc.	498.2	504.1
Preferred stock dividends	27.3	43.1
Adjusted net income attributable to common stockholders	\$ 470.9	\$ 461.0
Diluted shares	49.5	50.8
Adjusted earnings per diluted share	\$ 9.51	\$ 9.07

Note: For the nine months ended September 30, 2025, SG&A expenses, income from operations, other non-operating (income) expense, the provision for income taxes, net income attributable to common stockholders, and earnings per diluted share have been adjusted to exclude digital transformation costs, restructuring costs, the loss on termination of business arrangement, and the related income tax effects, and the gain on redemption of the Company's Series A Preferred Stock. For the nine months ended September 30, 2024, SG&A expenses, income from operations, other non-operating (income) expense, the provision for income taxes, net income attributable to common stockholders, and earnings per diluted share have been adjusted to exclude the loss on abandonment of assets, digital transformation costs, restructuring costs, excise taxes on excess pension plan assets, the gain recognized on the divestiture of the WIS business, the loss on termination of business arrangement, pension settlement cost, and the related income tax effects. These non-GAAP financial measures provide a better understanding of our financial results on a comparable basis.

Liquidity and Capital Resources

Our liquidity needs generally arise from fluctuations in our working capital requirements, information technology investments, capital expenditures, acquisitions, the payment of dividends, and debt service obligations. We finance our operating and investing needs primarily with borrowings under our Revolving Credit Facility and Receivables Facility, as well as uncommitted lines of credit entered into by certain of our foreign subsidiaries to support local operations, some of which are overdraft facilities. The Revolving Credit Facility has a borrowing limit of \$1,725 million and the purchase limit under the Receivables Facility is \$1,550 million. Our international lines of credit generally are renewable on an annual basis and certain facilities are fully and unconditionally guaranteed by Wesco Distribution. Accordingly, certain borrowings under these lines directly reduce availability under our Revolving Credit Facility. The maximum borrowing limits of our international lines of credit vary by facility and range between \$0.6 million and \$9.5 million. As of September 30, 2025, we had \$5.1 million outstanding under our international lines of credit.

As of September 30, 2025, we had \$425.0 million outstanding and \$1,253.9 million in available borrowing capacity on the Revolving Credit Facility after giving effect to outstanding letters of credit and certain borrowings under our international lines of credit. Additionally as of September 30, 2025, we had \$1,425.0 million outstanding and \$125.0 million of available borrowing capacity under our Receivables Facility, which combined with available cash of \$258.6 million, provided liquidity of approximately \$1.6 billion. Cash included in our determination of liquidity represents cash in certain deposit and interest-bearing investment accounts held in the United States and Canada. 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 information regarding amendments to the Receivables Facility and Revolving Credit Facility as well as disclosure of our debt instruments, including our outstanding indebtedness as of September 30, 2025, see Note 9, "Debt" of our Notes to the unaudited Condensed Consolidated Financial Statements.

On March 6, 2025, Wesco Distribution issued \$800 million aggregate principal amount of 6.375% senior notes due 2033 (the "2033 Notes"). We used the net proceeds from the issuance of the 2033 Notes to redeem all of the Company's outstanding Series A Preferred Stock and all of the related depository shares representing fractional interests in the Series A Preferred Stock in June 2025, and to repay a portion of the amounts outstanding under the Revolving Credit Facility. Prior to redeeming the Series A Preferred Stock, we used the net proceeds to temporarily repay all of the outstanding borrowings under our Revolving Credit Facility and to repay a portion of the amounts outstanding under our Receivables Facility. We subsequently redrew under the Receivables Facility and the Revolving Credit Facility in an aggregate amount sufficient to redeem the Series A Preferred Stock.

We regularly review our mix of fixed versus variable rate debt, and we may, from time to time, issue or retire borrowings and/or refinance existing debt in an effort to mitigate the impact of interest rate and foreign exchange rate fluctuations, and to maintain a cost-effective capital structure consistent with our anticipated capital requirements. Interest rates remained stable for the majority of the first nine months of 2025, with the Federal Reserve reducing its benchmark interest rate by 25 basis points at the end of the third quarter, after a reduction of its benchmark interest rate by a total of 100 basis points in the second half of 2024. Future interest rate changes would raise or lower the rates we pay on our variable rate debt and would contribute to fluctuations in interest expense versus prior periods.

As of September 30, 2025, approximately 67% of our debt portfolio consisted of fixed rate debt. We believe our capital structure has an appropriate mix of fixed versus variable rate debt and secured versus unsecured instruments.

Over the next several quarters, we expect that our excess liquidity will be directed primarily at share repurchases, the payment of dividends, debt reduction, digital transformation initiatives, and potential acquisitions and related integration activities. We expect to maintain sufficient liquidity through our credit facilities and cash balances. We continue to monitor the sufficiency of our liquidity given the potential impact of current economic conditions and uncertainty, including tariffs, interest rates, and inflation. While we did not face significant challenges with our sources or uses of cash in the first nine months of 2025, future market disruptions could occur which could potentially affect our liquidity. We believe cash provided by operations and financing activities will be adequate to cover our operational and business needs for at least the next twelve months.

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 financial covenants and restrictions contained in our debt agreements as of September 30, 2025.

We also measure our ability to meet our debt obligations based on our financial leverage ratio, which was 3.5x as of September 30, 2025 and 2.9x as of December 31, 2024.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES

The following table sets forth our financial leverage ratio, which is a non-GAAP financial measure, for the periods presented:

	Twelve Months Ended	
	September 30, 2025	December 31, 2024
(In millions, except ratios)		
Net income attributable to common stockholders	\$ 631.7	\$ 660.2
Net income attributable to noncontrolling interests	1.8	1.8
Gain on redemption of Series A Preferred Stock	(27.6)	—
Preferred stock dividends	41.6	57.4
Provision for income taxes	199.2	231.6
Interest expense, net	363.4	364.9
Depreciation and amortization	191.5	183.2
EBITDA	\$ 1,401.6	\$ 1,499.1
Other income, net	(0.5)	(92.7)
Stock-based compensation expense	38.6	28.9
Digital transformation costs ⁽¹⁾	31.5	24.9
Restructuring costs ⁽²⁾	2.6	12.1
Cloud computing arrangement amortization ⁽³⁾	24.5	14.1
Loss on abandonment of assets ⁽⁴⁾	—	17.8
Excise taxes on excess pension plan assets ⁽⁵⁾	0.1	4.9
Adjusted EBITDA	\$ 1,498.4	\$ 1,509.1
	As of	
	September 30, 2025	December 31, 2024
Short-term debt and current portion of long-term debt, net	\$ 28.0	\$ 19.5
Long-term debt, net	5,721.9	5,045.5
Debt issuance costs and debt discount ⁽⁶⁾	51.3	47.2
Fair value adjustments to the Anixter Senior Notes ⁽⁶⁾	—	(0.1)
Total debt	5,801.2	5,112.1
Less: Cash and cash equivalents	571.9	702.6
Total debt, net of cash	\$ 5,229.3	\$ 4,409.5
Financial leverage ratio	3.5	2.9

⁽¹⁾ Digital transformation costs include costs associated with certain digital transformation initiatives.

⁽²⁾ Restructuring costs include severance costs incurred pursuant to an ongoing restructuring plan.

⁽³⁾ Cloud computing arrangement amortization consists of expense recognized in selling, general and administrative expenses for capitalized implementation costs for cloud computing arrangements to support our digital transformation initiatives.

⁽⁴⁾ Loss on abandonment of assets represents the write-off of certain capitalized cloud computing arrangement implementation costs relating to a third-party developed operations management software product in favor of an application with functionality that better suits the Company's operations.

⁽⁵⁾ Excise taxes on excess pension plan assets represent the excise taxes applicable to the excess pension plan assets following the final settlement of the Company's U.S. pension plan.

⁽⁶⁾ Debt is presented in the condensed consolidated balance sheets net of debt issuance and debt discount costs, and includes adjustments to record the long-term debt assumed in the merger with Anixter at its acquisition date fair value.

Note: Financial leverage ratio is a non-GAAP measure of the use of debt. Financial leverage ratio is calculated by dividing total debt, excluding debt issuance costs, debt discount and fair value adjustments, net of cash, by adjusted EBITDA. EBITDA is defined as the trailing twelve months earnings before interest, taxes, depreciation and amortization.

Most of the undistributed earnings of our foreign subsidiaries have been taxed in the U.S. under either the one-time tax imposed on the deemed repatriation of undistributed foreign earnings (the “transition tax”), or the global intangible low-taxed income tax regime imposed by the Tax Cuts and Jobs Act of 2017. However, the distribution of earnings by our foreign subsidiaries in the form of dividends, or otherwise, may be subject to additional taxation. We believe that we are able to maintain sufficient liquidity for our domestic operations and commitments without repatriating cash from our foreign subsidiaries. Therefore, we continue to assert that the remaining undistributed earnings of our foreign subsidiaries are indefinitely reinvested.

An analysis of cash flow for the first nine months of 2025 and 2024 follows:

Operating Activities

Net cash provided by operating activities for the first nine months of 2025 totaled \$53.1 million, compared to \$824.6 million for the first nine months of 2024. The \$771.5 million decrease is primarily driven by a \$485.7 million impact from changes in trade accounts receivable and a \$421.3 million impact from changes in inventories. The impact from trade accounts receivable was primarily due to sales growth in the EES and CSS segments as well as the timing of receipts from customers as compared to the prior year. The impact from inventories was primarily due to an increase in volume related to growth in large projects as compared to the prior year.

These decreases were partially offset by a \$196.1 million impact from changes in accounts payable. The impact from accounts payable increased primarily due to the increase in inventory, as well as the timing of purchases and payments to suppliers as compared to the prior year. Additionally an increase in net income as adjusted for certain non-cash items offset the decreases in operating cash flows.

Investing Activities

Net cash used in investing activities for the first nine months of 2025 was \$100.4 million compared to \$249.7 million provided by investing activities in the first nine months of 2024. Included in the first nine months of 2025 were capital expenditures of \$55.4 million, which primarily comprised leasehold improvements and equipment to support our global network of locations, and internal-use computer software and information technology hardware to support our digital transformation initiatives, as well as \$36.3 million paid to acquire Industrial Software Solutions, net of cash acquired.

Included in net cash provided by investing activities in the first nine months of 2024 were \$354.9 million in proceeds from the divestiture of the WIS business, net of cash transferred, partially offset by \$41.7 million paid to acquire entroCIM and IES, net of cash acquired, as well as capital expenditures of \$70.4 million. Capital expenditures in the first nine months of 2024 primarily comprised internal-use computer software and information technology hardware to support our digital transformation initiatives, as well as equipment and leasehold improvements to support our global network of locations.

Financing Activities

Net cash used in financing activities for the first nine months of 2025 was \$94.2 million, compared to \$874.3 million during the first nine months of 2024. During the first nine months of 2025, financing activities primarily comprised the proceeds of \$800.0 million related to the issuance of the 2033 Notes, net repayments of \$100.0 million related to our Revolving Credit Facility, net repayments of \$25.0 million related to our Receivables Facility, and payment of total debt issuance costs of \$14.0 million related to the issuance of the 2033 Notes and amendments to the Revolving Credit Facility and Receivables Facility. The first nine months of 2025 also included \$540.3 million paid to redeem our Series A Preferred Stock, \$75.0 million of common stock repurchases, \$66.3 million and \$27.3 million of dividends paid to holders of our common stock and Series A Preferred Stock, respectively, and \$35.9 million of payments for taxes related to the exercise and vesting of stock-based awards.

During the first nine months of 2024, financing activities primarily comprised the redemption of our \$1,500.0 million aggregate principal amount of 2025 Notes, proceeds of \$900.0 million and \$850.0 million related to the issuance of the 2029 Notes and 2032 Notes, respectively, net repayments of \$468.0 million related to our Revolving Credit Facility, net repayments of \$100.0 million related to our Receivables Facility, and payment of total debt issuance costs of \$26.6 million related to the issuance of the 2029 and 2032 Notes and amendments to the Revolving Credit Facility and Receivables Facility. The first nine months of 2024 also included \$375.0 million of common stock repurchases, \$61.4 million and \$43.1 million of dividends paid to holders of our common stock and Series A Preferred Stock, respectively, and \$26.2 million of payments for taxes related to the exercise and vesting of stock-based awards.

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 Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Seasonality

Our operating results are not significantly affected by seasonal factors. Sales during the first and fourth quarters have historically been affected by a reduced level of activity due to the impact of weather on projects. Sales typically increase beginning in March, with slight fluctuations per month through October. During periods of economic expansion or contraction, our sales by quarter have varied significantly from this pattern.

Critical Accounting Estimates

There have been no significant changes to the critical accounting estimates disclosed in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the year ended December 31, 2024.

Recent Accounting Standards

See Note 2, “Accounting Policies” of our Notes to the unaudited Condensed Consolidated Financial Statements for a description of recently adopted and recently issued accounting standards.

Forward-Looking Statements

All statements made herein that are not historical facts should be considered as “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially. These statements include, but are not limited to, statements regarding business strategy, growth strategy, competitive strengths, productivity and profitability enhancement, competition, new product and service introductions, and liquidity and capital resources. Such statements can generally be identified by the use of words such as “anticipate,” “plan,” “believe,” “estimate,” “intend,” “expect,” “project,” and similar words, phrases or expressions or future or conditional verbs such as “could,” “may,” “should,” “will,” and “would,” although not all forward-looking statements contain such words. These forward-looking statements are based on current expectations and beliefs of Wesco’s management, as well as assumptions made by, and information currently available to, Wesco’s management, current market trends and market conditions and involve risks and uncertainties, many of which are outside of Wesco’s and Wesco’s management’s control, and which may cause actual results to differ materially from those contained in forward-looking statements. Accordingly, you should not place undue reliance on such statements.

Important factors that could cause actual results or events to differ materially from those presented or implied in the forward-looking statements include, among others, the failure to achieve the anticipated benefits of, and other risks associated with, acquisitions, joint ventures, divestitures and other corporate transactions; the inability to successfully integrate acquired businesses; the impact of increased interest rates or borrowing costs; fluctuations in currency exchange rates; evolving impacts from tariffs or other trade tensions between the U.S. and other countries (including implementation of new tariffs and retaliatory measures); failure to adequately protect Wesco’s intellectual property or successfully defend against infringement claims; the inability to successfully deploy new technologies, digital products and information systems or to otherwise adapt to emerging technologies in the marketplace, such as those incorporating artificial intelligence; failure to execute on our efforts and programs related to environmental, social and governance (ESG) matters; unanticipated expenditures or other adverse developments related to compliance with new or stricter government policies, laws or regulations, including those relating to data privacy, sustainability and environmental protection; the inability to successfully develop, manage or implement new technology initiatives or business strategies, including with respect to the expansion of e-commerce capabilities and other digital solutions and digitalization initiatives; disruption of information technology systems or operations; natural disasters (including as a result of climate change), health epidemics, pandemics and other outbreaks; supply chain disruptions; geopolitical issues, including the impact of the evolving conflicts in the Middle East and Russia/Ukraine; the impact of sanctions imposed on, or other actions taken by the U.S. or other countries against, Russia or China; the failure to manage the increased risks and impacts of cyber incidents or data breaches; and exacerbation of key materials shortages, inflationary cost pressures, material cost increases, demand volatility, and logistics and capacity constraints, any of which may have a material adverse effect on the Company’s business, results of operations and financial condition. All such factors are difficult to predict and are beyond the Company’s control. Additional factors that could cause results to differ materially from those described above can be found in Wesco’s most recent Annual Report on Form 10-K and other periodic reports filed with the U.S. Securities and Exchange Commission.

Item 3. Quantitative and Qualitative Disclosures about Market Risks.

For a discussion of changes to the market risks that were previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, refer to Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and to Part II, Item 1A, “Risk Factors”.

Item 4. 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 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)). Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures and internal control over financial reporting were effective as of the end of the period covered by this report.

There were no changes in the Company's internal control over financial reporting that occurred during the quarterly period ended September 30, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

During the quarterly period ended September 30, 2025, the Company continued its multi-year, phased development and implementation of a new Digital and Data Platform ("DDP"). The DDP is intended to be a unified, technology-enabled operating model that spans all business functions, maintains and enhances the flow of financial information, and improves resource efficiency. The implementation, in certain cases, may affect the processes that constitute the Company's internal control over financial reporting and will require testing for effectiveness.

The Company concluded, as part of its evaluation described in the above paragraphs, that the current quarter developments have not materially affected, or are reasonably likely to materially affect, its internal control over financial reporting and will continue to make such an assessment throughout the implementation period.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

As set forth in Note 12, “Commitments and Contingencies” to the Notes to the unaudited Condensed Consolidated Financial Statements, 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 litigation relating to commercial, product 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 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 fiscal period of one or more of these matters may have a material adverse effect on our results of operations for that period.

Item 1A. Risk Factors.

There have been no material changes to the risk factors previously disclosed in Item 1A. to Part I of WESCO International, Inc.’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

The following table sets forth all issuer purchases of common stock during the three months ended September 30, 2025:

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs ⁽²⁾ (In millions)
July 1 - July 31, 2025	781	\$ 207.06	—	\$ 438.9
August 1 - August 31, 2025	67,160	\$ 224.59	—	\$ 438.9
September 1 - September 30, 2025	129,691	\$ 210.23	119,042	\$ 413.9
Total	197,632	\$ 215.09	119,042	

⁽¹⁾ There were 78,590 shares purchased during the quarterly period ended September 30, 2025 that were not part of the publicly announced share repurchase program. These shares were surrendered by stock-based compensation plan participants to satisfy tax withholding obligations arising from the exercise of stock-settled stock appreciation rights and vesting of restricted stock units.

⁽²⁾ On May 31, 2022, Wesco’s Board of Directors authorized the repurchase of up to \$1 billion of the Company’s common stock and Series A Preferred Stock. The share repurchase authorization has no expiration date and may be modified, suspended, or terminated at any time without prior notice. During the three months ended September 30, 2025, the Company entered into spot repurchase transactions through brokers to purchase 119,042 shares of its common stock in the open market for cash totaling \$25.0 million. Wesco funded the repurchases with available cash and borrowings under its revolving credit facilities.

Item 6. Exhibits.

(a) Exhibits

Exhibit No.	Description of Exhibit	Prior Filing or Sequential Page Number
10.1	Release Agreement, dated August 20, 2025, by and among WESCO International, Inc., WESCO Distribution, Inc., and Nelson Squires	Filed herewith
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.	Filed herewith
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.	Filed herewith
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith
101.INS	XBRL Instance Document	
101.SCH	XBRL Taxonomy Extension Schema Document.	
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)	

SIGNATURES

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

WESCO International, Inc.

(Registrant)

October 30, 2025

(Date)

By: /s/ David S. Schulz

David S. Schulz

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

October 30, 2025

(Date)

By: /s/ Matthew S. Kulasa

Matthew S. Kulasa

Senior Vice President, Corporate Controller and Chief Accounting Officer

(Principal Accounting Officer)

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the “Agreement”) is made as of August 20, 2025 by WESCO International, Inc. and WESCO Distribution, Inc., Delaware corporations (collectively, “Wesco”) and Nelson J. Squires, III (“Employee”).

In consideration of the mutual promises made herein and intending to be legally bound hereby, Wesco and Employee hereby agree as follows:

1. **Termination of Employment.** Employee shall cease to be an employee of Wesco effective as of September 30, 2025 (the “Termination Date”).
2. **Effect of Termination.** Except as expressly provided in this Agreement, Wesco shall have no obligations to Employee from and after the Termination Date. Without limiting the generality of the foregoing, Wesco shall have no obligation to Employee with respect to salary, bonuses and other cash or equity incentive compensation, fringe benefits, relocation benefits, severance pay or other termination benefits, pension, profit-sharing or other retirement or deferred compensation payments under plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), any other incentive or deferred compensation payments under plans not so qualified (except as required in accordance with the terms of such qualified and nonqualified plans and applicable law), and any health, life, disability, or other welfare benefit plans, programs or arrangements. For the avoidance of doubt, Employee’s 401(k) plan and deferred compensation plan amounts, if any, will be paid in accordance with the terms of the plans and applicable law. This Agreement does not affect Employee’s rights to exercise vested equity awards pursuant to their terms and any right Employee may have to indemnification or coverage under Wesco’s bylaws or directors’ and officers’ insurance policies or pursuant to the Director and Officer Indemnification Agreement between Wesco and Employee. Except for the payments and benefits described in this Agreement, Employee waives any and all of the foregoing compensation and benefits that may have accrued prior to the Termination Date and shall not be entitled to receive any of the foregoing compensation or benefits after the Termination Date.
3. **Termination Benefits.** Employee shall receive the following termination benefits, provided that this Agreement becomes effective and is not revoked during the seven-day revocation period set forth in Section 11 below, and also subject to Section 6 below:
 - a. Wesco shall pay to Employee any accrued but unpaid current salary and fringe benefits through the Termination Date and the severance compensation and benefits identified in Annex I attached hereto and made a part hereof (hereinafter the “Severance Benefits”).
 - b. The termination of Employee’s employment on the Termination Date shall constitute a qualifying event, as described in Section 4980B(f)(3) of the Code, with respect to Employee’s health care continuation rights under the Consolidated Omnibus Budget Reconciliation Act, as amended (“COBRA”). As of the Termination Date, Employee will be deemed to have elected health care continuation coverage under COBRA.

Employee and eligible family members enrolled in the health care plan on the Termination Date shall be eligible to receive health care continuation coverage from Wesco for the period beginning on the Termination Date for a period of eighteen (18) months to the extent provided under COBRA, subject to the terms and conditions of Wesco's existing health care programs and arrangements and Section 4980B(f) of the Code. The premiums for such health care continuation coverage shall be paid by Employee as provided under COBRA to the extent not provided otherwise in the Severance Benefits. The period from the Termination Date and thereafter shall be charged against Employee's rights under COBRA, as amended, and Section 4980B(f) of the Code.

- c. To the extent that any of the foregoing benefits are subject to federal, state or local income or other taxes and Wesco believes, in good faith, that it is required by applicable law to withhold any such taxes in respect of any payment or benefit, Wesco shall make withholding in the amounts it determines to be appropriate and shall remit those amounts to the appropriate taxing authorities. Wesco's obligations shall be limited to those imposed on employers for withholding of taxes under applicable law and Employee shall be responsible for the timely reporting of income and the payment of taxes thereon.
- d. Notwithstanding any other provision of this Agreement, Employee may pursue a claim for unemployment compensation and Wesco will indicate that it does not contest such claim; provided, however, that both parties will satisfy their legal obligations to provide other information as the unemployment compensation agency may request.

4. **Confidential and Proprietary Information; Confidentiality.**

- a. Employee shall return to Wesco by the Termination Date, or upon Wesco's request, all written materials, documents and other information in his possession relating to Wesco and its management and business and all other property of Wesco in his possession. Employee acknowledges that, by virtue of his position with Wesco, he has had access to certain confidential and proprietary information of Wesco and its business affairs. Employee represents that he has held all such information confidential and that he shall keep secret all confidential and/or proprietary matters relating to Wesco, whether or not specifically designated as such, and shall not disclose them for any purpose whatsoever to any outside party without the prior written consent of Wesco; provided, however, that this Agreement does not prohibit Employee or limit Employee's right under the law to communicate directly with federal or state agencies or otherwise to participate in any investigation or proceeding that may be conducted by any such agency concerning Wesco, including providing documents or other information, without notice to Wesco, subject, however, to the provisions in paragraph 6 of this Agreement concerning certain limitations on Employee's ability to receive monetary or other relief, including and especially any monetary or other relief from Wesco, arising from such communication or participation. Notwithstanding any provision of this Agreement to the contrary, the provisions of this Agreement are not intended to, and shall be interpreted in a manner that

does not, limit or restrict Employee from exercising any legally protected whistleblower rights (including pursuant to Rule 21F under the Securities Exchange Act of 1934).

- b. Employee acknowledges that he remains bound by and subject to the terms of those certain Employee Confidentiality and Nonsolicitation Agreement and Patent Information and/or Intellectual Property Agreement(s) to the extent that he has signed the same.
- c. Employee agrees that he will not issue or make any reports, statements or releases to the public with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Wesco. Except as provided in this Section 4(c), Employee agrees not to disclose any information whatsoever regarding the existence or substance of this Agreement to any person other than to his attorneys, spouse, financial advisors and those needed to perform tasks to effectuate this Agreement, or as is otherwise required by law. Employee may make oral statements to the public to the effect that his employment with Wesco has terminated and that the parties have reached an agreement concerning such termination.

5. **Non-Competition, Non-Solicitation and Non-Disparagement.**

- a. In consideration of the payments to be paid to Employee under this Agreement, Employee agrees that for a period of twelve (12) months following the Termination Date, he shall not, by himself or in partnership or as an equity owner or in conjunction with, or as an employee, agent, consultant, unpaid adviser, manager or director of any other person, business, firm, corporation or other entity, either directly or indirectly undertake or carry on or be engaged or have any financial or other interest in any businesses, including their divisions, subsidiaries or affiliated entities, which are competitors of Wesco, its subsidiaries or affiliates; provided, however, that this provision shall not prevent Employee from owning less than 1% of any publicly-owned entity or less than 3% of any private equity fund.
- b. In consideration of the payments to be paid to Employee under this Agreement, Employee agrees that for a period of twelve (12) months following the Termination Date, he shall not, directly or indirectly, solicit for employment or employ any employee of Wesco, its subsidiaries or affiliates, without Wesco's prior written consent.
- c. Employee shall not disparage, malign, or otherwise say or do anything which is intended to or could reasonably be expected to adversely affect the reputation and standing of Wesco.
- d. The Parties agree that in the event Employee should violate any terms of this Section 5, Wesco would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy in which it may be entitled in law or equity, Wesco shall be entitled to an injunction (without proof of actual damages and without the necessity of posting a bond or other security with the Court) to prevent breaches or threatened breaches of this Section 5, and/

or to compel specific performance of this Section 5. In the event that Employee is found to have breached any provision set forth in this Section 5, the time period provided for in that provision shall be deemed tolled (*i.e.*, it will not begin or continue to run) for so long as Employee was in violation of that provision.

6. Acknowledgment and Release.

Employee acknowledges that the payments and benefits he is to receive pursuant to this Agreement shall be in full satisfaction of all claims, demands, causes of action, and damages, if any, against Wesco and its past and present parent company, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, insurers, predecessors, successors and assigns (collectively, “the Released Parties”) arising out of or relating to Employee’s employment with Wesco and its past and present parent company, subsidiaries and affiliates. Except for the obligations of the respective parties under this Agreement, Employee does, for himself and his heirs, personal representatives, successors and assigns, hereby irrevocably release and forever discharge the Released Parties of and from any and all manner of actions, causes of action, claims, suits, debts, dues, sums of money, controversies, agreements, promises, demands and damages whatsoever, both at law and in equity, known or unknown, arising under any federal, state or local law, rule, ordinance or regulation (including any common law and including, but not limited to, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, as amended, the Civil Rights Act of 1991, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Family and Medical Leave Act, as amended, the Americans with Disabilities Act, as amended, the Pennsylvania Human Relations Act, as amended, and the Pennsylvania Whistleblowers Law, as amended, and any similar state and local laws), which he now has or ever had or may in the future have, arising out of or relating to any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement for, on account of, relating to, or arising out of any transactions, matters or events that have occurred prior to the Effective Date of this Agreement (as defined below). This Agreement is not intended to release any claim or right to participate in any investigation or proceeding that cannot be released as a matter of law, including, but not limited to, certain whistleblower claims, investigations and proceedings under the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as certain claims filed with the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Securities and Exchange Commission, and the National Labor Relations Board. Nothing in this Agreement is intended to prevent or limit Employee’s right to receive a whistleblower award from a governmental agency for information provided to that governmental agency in any investigation, claim or proceeding referred to in the preceding sentence; provided, however, that Employee expressly acknowledges and agrees that, except for any such awards from governmental agencies, he shall not be entitled to receive any other monetary or other recovery in connection with any claim or proceeding referred to in the preceding sentence, filed by him or on his behalf, arising from or attributable in any way to his employment with Wesco or the termination thereof, before any federal, state or local court or administrative agency, and Employee hereby waives his right to any such monetary or other relief. For the avoidance of all doubt, Employee expressly acknowledges and agrees that, even if such a

claim or proceeding is initiated by Employee or on his behalf (or on anyone else's behalf), Employee shall not be entitled to receive any monetary or other recovery whatsoever from Wesco in connection with that claim or proceeding. Employee acknowledges that, by signing this Agreement and accepting the benefits of it, he is giving up forever any right to seek any further monetary or other relief from Wesco as a result of his employment with Wesco or the termination thereof. This release covers any type of relief, no matter how labeled, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering or mental anguish, costs, attorneys' fees and expenses and claims to be reinstated to employment with Wesco. Employee understands that nothing in this Agreement prevents or precludes him from challenging or seeking a determination in good faith of the validity of the waiver solely under the Age Discrimination in Employment Act contained in this Agreement, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

7. **No Reinstatement or Re-employment**

Employee agrees that he waives all claims to reinstatement of his employment with Wesco and/or its past, present and future divisions, affiliates, subsidiaries or parents, and that he will not at any future time apply for employment with Wesco and/or its past, present and future divisions, affiliates, subsidiaries or parents. Employee agrees that his breach of this paragraph will constitute lawful and just cause to refuse to employ him and that he shall have no cause of action against Wesco for such refusal.

8. **Breach of Agreement.**

- a. Except as hereinafter provided, in the event that it is determined that Employee has breached any provision of this Agreement, Wesco shall be relieved of any and all obligations to make further payments or provide further benefits to Employee hereunder (except to the extent required by law), and Employee shall repay immediately to Wesco all monies and benefits that Employee received as Severance Benefits. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined in accordance with the provisions of subsection (b) below.
- b. **Arbitration Agreement.** The parties agree that any dispute arising under or in connection with this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association respecting employment disputes pertaining at the time the dispute arises. Such arbitration shall be held in Pittsburgh, Pennsylvania before a panel of three arbitrators. The determination of the arbitrators shall be conclusive and binding upon the parties to such arbitration proceeding and judgment upon the award may be entered in any court having jurisdiction. The expenses of each party, including legal and accounting fees, if any, with respect to the arbitration shall be borne by such party, except to the extent otherwise directed by the arbitrators, who shall endeavor to allocate such expenses among the disputing parties based upon the relative merits of their cases. The arbitrators shall designate the party to

bear the expenses of the arbitrators or the respective amounts of such expenses to be borne by each party. Any provision in this Agreement to the contrary notwithstanding, each party shall be free to seek provisional equitable relief from a court of competent jurisdiction (whether or not an arbitration proceeding shall then be pending). No arbitration pursuant to this Agreement shall be stayed or delayed pending the outcome of any judicial or other proceeding.

9. **Notices.** Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered personally or sent by registered or certified mail, postage prepaid to the addresses set forth on the signature page hereto or to such other address as either party may designate by notice to the other, and shall be deemed to have been given upon delivery in person or upon deposit in the mail.

10. **Miscellaneous.**

- a. The failure of a party to this Agreement to insist on any occasion upon strict adherence to any term of this Agreement shall not be considered to be a waiver or to deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.
- b. If any provision of this Agreement shall be invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
- c. This Agreement constitutes the entire understanding of the parties with respect to its subject matter, supersedes all prior agreements and understandings with respect to such subject matter (except as expressly provided otherwise), and may be terminated or amended only by a written agreement signed by all of the parties to this Agreement. Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of Sections 4 and 5 shall be in addition to, and shall not be deemed to supersede, any existing non-compete, non-solicitation and confidentiality covenants or other agreements between Employee and Wesco, including those in any employment letter, term sheet, Stock Appreciation Right Award Agreements, Restricted Stock Unit Award Agreements, Stock Options Award Agreements or Performance Share Award Agreements or terms between Employee and Wesco. Employee also acknowledges that the consideration provided in this Agreement, including the payments and other benefits set forth on Annex I, are in excess of the consideration that Employee would have received in the absence of this Agreement, and thus Employee acknowledges and agrees that the release and waiver set forth in this Agreement are in exchange for valuable consideration that Employee would not otherwise be entitled to receive.
- d. The provisions of this Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania applicable to agreements made and to be

performed in the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws.

- e. The headings in this Agreement are for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.
- f. This Agreement is personal to the parties hereto and cannot be assigned or transferred by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding upon Employee, his heirs, representatives and permitted assigns, and Wesco and its successors and permitted assigns.
- g. All payments and benefits to Employee called for under this Agreement shall be made from the general assets of Wesco, and Employee shall have no rights in any such payments and benefits greater than the rights of a general creditor of Wesco. Notwithstanding the foregoing, those benefits to be paid to Employee which are in the nature of pension benefits shall be afforded the same protection and guarantees as similar benefits payable to other former employees of Wesco.
- h. Employee agrees to cooperate fully with Wesco and any person so designated by Wesco, including but not limited to Wesco's attorneys, to assist Wesco to resolve any disputes or issues with which Employee has relevant knowledge. Employee agrees to make himself available to answer questions or assist in such matters for a period of one year from the Termination Date. Such cooperation includes but is not limited to assisting Wesco and its counsel with litigation where Wesco determines that Employee's assistance would be useful and assisting Wesco with certain filings. Such assistance may include, without limitation, providing telephone advice, attending personal meetings, providing deposition testimony, serving as a witness at trial, in legal proceedings, or otherwise, and similar activities. In arranging for such cooperation and assistance, Wesco will take into account Employee's other commitments and schedule to the extent feasible.
- i. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. This Agreement is intended to be exempt from Code Section 409A and the interpretive guidance thereunder ("Section 409A"), including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, and shall be administered accordingly. This Agreement shall be construed and interpreted with such intent. Each payment of Severance Benefits or any payment made under any Wesco benefit plan is intended to be treated as one of a series of separate payments for purposes of Section 409A.

11. Consideration and Revocation Periods.

- a. Employee acknowledges, affirms and agrees that the benefits under this Agreement, including the Severance Benefits referred to in Annex I, constitute consideration in excess of that to which he would normally be entitled in the absence of this Agreement.
- b. Employee represents that he has carefully read this Release; that he has been advised to consult with and receive the advice of an attorney of his choice with respect to his decision to execute this Agreement and to have an attorney explain to him the terms of this Agreement; that he accepts full responsibility and consequences of his action or non-action in this regard; that he knows and understands the content of this Agreement; that he executes this Agreement knowingly and voluntarily as his own free act; that the terms of this Agreement are totally satisfactory and thoroughly understood by him; that this Agreement was freely negotiated and entered into without fraud, duress or coercion; that he has 21 days from the original receipt of this Agreement within which to decide if he wants to sign it; that he may sign this Agreement in less than 21 days if he wishes; that he has 7 days after signing the Agreement within which to change his mind and revoke his acceptance; and that the terms of the Agreement will not be effective until those 7 days have expired without revocation. Employee agrees that any changes, whether material or immaterial, that are made to this Agreement prior to its execution shall not restart, or otherwise affect, the running of this 21 day consideration period. This Agreement will become effective on the eighth (8th) day after Employee signs this Agreement provided that Employee has not revoked the Agreement before that date (the "Effective Date").

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year signed below.

EMPLOYEE:

/s/ Nelson J. Squires, III

By: Nelson J. Squires, III
4 Holland Drive
Pittsburgh, PA 15238

State: PA
County: Allegheny

On this, the 10th day of Sept, 2025, before me, the undersigned Notary Public, personally appeared Nelson J. Squires, III who acknowledged himself to be the aforementioned individual, and that he duly executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

WESCO International, Inc.
WESCO Distribution, Inc.

/s/ Christine A. Wolf

By: Name: Christine A. Wolf
Title: Executive Vice President and Chief Human Resources Officer
225 W. Station Square Drive, Suite 700
Pittsburgh, PA 15219

Commonwealth of Pennsylvania
County of Allegheny

On this, the 10th day of Sept, 2025, before me, the undersigned Notary Public, personally appeared Christine A. Wolf, who acknowledged herself to be the aforementioned representative of Wesco, and that she duly executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Annex I

Severance Benefits

Upon Employee's execution and delivery of the Agreement to Wesco, and after the later of the Effective Date or Termination Date, Wesco shall:

- 1) Provide a severance payment of twelve months of Employee's most recent base salary in the total (gross) amount of Six Hundred Seventy Thousand and no/100 Dollars (\$670,000.00). The foregoing payment will be made in approximately equal bi-weekly installments of \$25,769.23 over a twelve month period in accordance with Wesco's standard payroll practices and shall begin in the next applicable regular payroll processing period after the later of the Effective Date or Termination Date (provided that any installments that would have been paid during the period between the Termination Date and the 60th day following the Termination Date shall be accumulated and paid on the first regularly scheduled payroll date occurring after the 60th day following the Termination Date).
- 2) Provide an additional severance payment in lieu of a 2025 bonus in the total (gross) amount of Four Hundred Fifty-One Thousand Ten and 96/100 Dollars (\$451,010.96). The foregoing payment will be made in a lump sum within sixty (60) days after the Termination Date.
- 3) Continued participation in the company medical, dental and vision benefit plans in which the Employee and his eligible family members enrolled in the plans immediately prior to the Termination Date (subject to the terms and conditions of Wesco's existing health care programs and arrangements and applicable law), subject to Employee's continued payment of the applicable premiums at active employee rates (provided that Employee shall be obligated to refund to Wesco any portion of the employer premium subsidy provided during the period between the Termination Date and the 60th day after the Termination Date in the event that this Agreement does not become effective and irrevocable).
- 4) Preparation of Canadian (and U.S., as relevant to the tax equalization) tax returns for 2025 and, if necessary, 2026 related to the exercise of the vested and exercised or exercisable SARs listed below granted while on international assignment:

<u>Grant Date</u>	<u>Grant Price</u>	<u># of SARs Exercised or Exercisable</u>
Feb 16, 2017	\$71.65	12,107
Feb 13, 2018	\$62.80	16,305
Feb 13, 2019	\$54.64	10,308
Feb 13, 2020	\$48.32	21,645

Tax equalization will apply to the related income, as determined by the Company in consultation with appropriate tax professionals, and the Company may offset payments made or to be made for one year with payments or refunds received or expected to be received for other years (e.g., 2025, 2026 or other outstanding years, such as 2023). With regard to the balance

Employee owes the Company of \$671,424 from the 2023 tax equalization settlement calculation, the Company will apply the excess hypothetical tax withheld from Employee's recent equity exercise of \$471,211 to reduce the balance due to the Company to \$200,213. The balance will be payable to the Company immediately upon Employee's receipt of the refund due from the IRS on Employee's 2023 income tax return of \$671,424. For clarity, Employee will be entitled to keep the amount of the IRS refund received in excess of the \$200,213 owed to the Company, excluding any interest paid by the IRS on the refund which shall be immediately payable to the Company upon receipt. Should Employee exercise any remaining outstanding equity grants prior to receipt from the IRS of the refund on Employee's 2023 income tax return, the Company will similarly apply any excess hypothetical tax withheld from such exercises to reduce the \$200,213 balance due to the Company. To the extent the Company applies any such excess hypothetical tax withholding to reduce the \$200,213 balance due to the Company, Employee will be entitled to keep an equivalent amount of the refund due from the IRS on Employee's 2023 income tax return up to the amount of the refund claimed on Employee's 2023 income tax return of \$671,424 but excluding any interest paid by the IRS on the refund which shall be immediately payable to the Company upon receipt. The Company expects to withhold taxes from SARs exercises with Employee funding additional amounts as may be required for Canadian filings (then applying foreign tax credits on U.S. filings).

It is agreed and understood by the parties that all appropriate taxes and withholdings due and owing will apply to the foregoing Severance Benefits in accordance with Section 3(c) of this Agreement.

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: October 30, 2025

By: /s/ John J. Engel

John J. Engel

Chairman, President and Chief Executive Officer

Exhibit 31.2
CERTIFICATION

I, David S. Schulz, 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: October 30, 2025

By: /s/ David S. Schulz

David S. Schulz

Executive Vice President and Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2025, 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: October 30, 2025

By: /s/ John J. Engel

John J. Engel

Chairman, President and Chief Executive Officer

Exhibit 32.2

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

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2025, 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: October 30, 2025

By: /s/ David S. Schulz
David S. Schulz
Executive Vice President and Chief Financial Officer